

COUNTY FOREST COMPREHENSIVE LAND USE PLAN

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**CHAPTER 900**

**APPENDIX**

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**900 RESOURCE MAPS AND TABLES**

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### 900.3 FOREST COMPARTMENT MAP

#### 900.4 FOREST COVER TYPES – DETAIL

	<u>Cover Type</u>	<u>Acres</u>	
Forest Cover	Aspen	99,502	
	Aspen – Off site	73	
	Bottomland Hardwood	222	
	White Birch	1,577	
	Cedar	6,674	
	Fir-Spruce	3,102	
	Hem- Hardwood	23,430	
	Oak	11,753	
	Scrub Oak	5,454	
	Jack Pine	9,509	
	Red Pine	13,370	
	White Pine	1,961	
	B. Spruce	3,238	
	Sw.Conife	6	
	Sw. Hardwood	12,735	
	NonCom Sw	6	
	NonCom Sb	95	
	Tamarack	<u>435</u>	
		TOTAL FOREST ACRES:	200,816

	<u>Cover Type</u>	<u>Acres</u>
Non Forest Cover	True Grasses	849
	Upland Grass	217
	Herb. Veg	494
	Upland Brush	3,093
	Non. Grass	470
	Non. Veg.	25
	Indust. Area	76
	Parking Area	8
	Campground	17
	Picnic Area	10
	Muskeg – Bog	95
	Lowland Shrub	10,287
	Lowland Alder	4,604
	Willow	5
	Emerg. Veg	570
	Water	92
	Marsh	1,541
	Minor Lake	721
	Minor Stream	315
	Rock Outcrop	1,948
Right-of-way	<u>2,731</u>	
	TOTAL NON-FOREST ACRES:	28,168
	<u>TOTAL PROPERTY ACRES:</u>	<u>228,984</u>

900.5 GENERAL ENDANGERED RESOURCE LISTING AND MAP FOR  
MARINETTE COUNTY

*DNR website:*

*<http://www.dnr.state.wi.us/org/land/er/workinglists/mapsbycounty.htm>.*

## 905 LAWS AND ORDINANCES

### 905.1 COUNTY FOREST LAW (s. 28.11, Wis. Stats)

#### **28.11 Administration of county forests.**

(1) **Purpose.** The purpose of this section is to provide the basis for a permanent program of county forests and to enable and encourage the planned development and management of the county forests for optimum production of forest products together with recreational opportunities, wildlife, watershed protection and stabilization of stream flow, giving full recognition to the concept of multiple-use to assure maximum public benefits; to protect the public rights, interests and investments in such lands; and to compensate the counties for the public uses, benefits and privileges these lands provide; all in a manner which will provide a reasonable revenue to the towns in which such lands lie.

(2) **Defined.** "County forests" include all county lands entered under and participating under ch. 77 on October 2, 1963, and all county lands designated as county forests by the county board or the forestry committee and entered under the county forest law and designated as "county forest lands" or "county special-use lands" as hereinafter provided.

(3) **Powers of county board.** The county board of any such county may:

(a) Enact an ordinance designating a committee to have charge of the county forests and specifying the powers, duties, procedures and functions of such committee. The members of such committee shall be appointed pursuant to s. 59.13 and may include well-qualified residents of the county who are not members of the county board.

(b) Establish regulations for the use of the county forests by the public and to provide penalties for their enforcement.

(c) Appropriate funds for the purchase, development, protection and maintenance of such forests and to exchange other county-owned lands for the purpose of consolidating and blocking county forest holdings.

(d) Enter into cooperative agreements with the department for protection of county forests from fire.

(e) Establish aesthetic management zones along roads and waters and enter into long-term cooperative leases and agreements with the department and other state agencies or federal agencies for the use of the county forests for natural resources research.

(f) Establish transplant nurseries for growing seedlings, from the state forest nurseries, to larger size for planting in county forests, but no ornamental or landscape stock shall be produced in such nurseries.

(g) Establish forest plantations and engage in silviculture, forest management and timber sales.

(h) Engage in other projects designed to achieve optimum development of the forest.

(i) Enter into leases or agreements, for terms not exceeding 10 years, to explore and prospect for ore, minerals, gas or oil upon any county forest lands. These leases or agreements shall contain proper covenants to safeguard the public interests in the lands involved and to guard against trespass and waste. The county board shall require proper security to ensure that the person engaged in exploration or prospecting fully informs the county of every discovery of ore, minerals, gas or oil and restores the land surface to an acceptable condition and value if no discovery of valuable deposit is made or if county forest lands are not withdrawn from entry under this section. Before a lease or agreement under this paragraph is effective, approval of the lease or agreement by the department is required. If the department finds that the proposed lease or agreement fully complies with the law and contains the proper safeguards, it shall approve the lease or agreement.

(j) Enter into leases for the extraction of valuable deposits of ore, minerals, gas or oil upon any county

forest land. If the extraction can be accomplished without permanently affecting the surface of the land, extraction leases may be entered into and extraction may occur while the land remains county forest lands. If the extraction cannot be accomplished without permanently affecting the surface of the land, extraction may not commence until the land is withdrawn as county forest land. Before an extraction lease under this paragraph is effective, approval of the lease by the department is required.

(k) Establish energy conservation projects which permit individual members of the public to remove up to 10 standard cords of wood without charge from county forest lands for individual home heating purposes. The county board shall limit removal of wood for energy conservation projects to wood that is unsuitable for commercial sale. The county board may require a permit to remove wood for energy conservation projects and may charge a fee for the permit to administer projects established under this paragraph. A county board shall restrict participation in projects established under this paragraph to residents, as defined under s. 29.001 (69), but may not restrict participation to residents of the county.

#### **(4) Entry of county forest lands.**

(a) A county may file with the department an application for entry of county-owned land under this section. Such application shall include the description of the land and a statement of the purposes for which the lands are best suited. Upon the filing of such application the department shall investigate the same and it may conduct a public hearing thereon if it deems it advisable to do so at such time and place as it sees fit.

(b) If after such investigation the department finds that the lands constitute a well blocked county forest unit or that they block in with other established county forest lands and are otherwise suitable for the purposes of this section it shall make an order of entry designating such lands as county forest lands. All county lands entered under and participating under ch. 77 on October 2, 1963 shall be designated "county forest lands" without further order of entry.

(c) If the department finds that the lands are not suited primarily for timber production and do not otherwise qualify for entry under par. (b) but that they are suitable for scenic, outdoor recreation, public hunting and fishing, water conservation and other multiple-use purposes it shall make an order of entry designating such lands as "county special-use lands".

(d) A copy of the order of entry shall be filed with the county clerk and the county forestry committee, and the order shall also be recorded with the register of deeds.

(e) From and after the filing of such order of entry, the lands therein described shall be "county forest lands" or "county special-use lands", as the case may be, and shall so remain until withdrawn as hereinafter provided.

(f) The department may construct and use forest fire lookout towers, telephone lines and fire lanes or other forest protection structures on any lands entered under this section and the county clerk of such county shall execute any easement on or over such lands which the department may require for forest protection. The general public shall enjoy the privilege of entering such lands for the purpose of hunting, fishing, trapping and other recreation pursuits subject to such regulation and restrictions as may be established by lawful authority.

#### **(5) Management**

(a) On or before December 31, 2005, a comprehensive county forest land use plan shall be prepared for a 15-year period by the county forestry committee with the assistance of technical personnel from the department and other interested agencies, and shall be approved by the county board and the department. The plan shall include land use designations, land acquisition, forest protection, annual allowable timber harvests, recreational developments, fish and wildlife management activities, roads, silvicultural operations and operating policies and procedures; it shall include a complete inventory of the county forest and shall be documented with maps, records and priorities showing in detail the various projects to be undertaken during the plan period. The plan may include an application for aids under s. 23.09 (17m). The application

will be considered an annual application for these aids during the 15-year period of the plan. The initial plan may be revised as changing conditions require. Upon the expiration of the initial 15-year period, and upon expiration of each subsequent 15-year period, the plan shall be revised and shall be in effect for another 15-year period. If a plan under this paragraph is not revised upon expiration of the 15-year plan period, or if a plan under s. 28.11(5)(a), 2003 stats., is not revised on or before December 31, 2005, that plan shall remain in effect until such time as that plan is revised and the revised plan takes effect.

(b) An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department. The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

**(5m) Grants for county forest administrators.**

(a) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund all of the following for one professional forester in the position of county forest administrator or assistant county forest administrator:

1. Up to 50% of the forester's salary.
2. Up to 50% of the forester's fringe benefits, except that the fringe benefits may not exceed 40% of the forester's salary.

(b) The department may not make a grant under this subsection for a year for which the department has not approved the annual work plan that was approved by the county board under sub. (5) (b). The department may not base the amount of a county's grant on the acreage of the county's forest land.

(c) The department may choose to not make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5)(a).

**(5r) Sustainable forestry grants.**

(a) In this subsection, "sustainable forestry" has the meaning given in s. 28.04 (1) (e).

(b) The department may make grants, from the appropriation under s. 20.370 (5) (bw), to counties having lands entered under sub. (4) to fund the cost of activities designed to improve sustainable forestry on the lands.

(c) The department may choose to not make a grant to a county under this subsection if the county board for that county is more than one year delinquent in approving a comprehensive county forest land use plan or revised plan under sub. (5)(a).

**(6) Timber sales and cultural cuttings.**

(a) *Limitations.* The county forestry committee is authorized to sell merchantable timber designated in timber sale contracts and products removed in cultural or salvage cuttings. No timber sale contract is required for wood removed under sub. (3) (k). All timber sales shall be based on tree scale or on the scale, measure or count of the cut products; the Scribner Decimal C log rule shall be used in log scaling. All cuttings shall be limited to trees marked or designated for cutting by qualified personnel recognized as such by the department.

(b) *Procedures.*

1. Any timber sale with an estimated value of \$3,000 or more shall be by sealed bid or public sale after publication of a classified advertisement announcing the sale in a newspaper having general circulation in the county in which the timber to be sold is located. Any timber sale with an estimated value below \$3,000 may be made without prior advertising. Any timber sale with an estimated value of \$3,000 or more requires approval of the secretary.

2. Timber sales shall be subject to presale appraisals by qualified personnel recognized as such by the department to establish minimum sales value. Appraisal methods and procedures shall be approved by the department.

3. No merchantable wood products may be cut on any lands entered under this section unless a cutting notice on forms furnished by the department is filed with and approved by the department. Any unauthorized cutting shall render the county liable to the state in an amount equal to double the stumpage value of the cut products which amount shall be paid by the county to the state. If the county does not pay the amount of such penalty to the state, the department may withhold such amount from future state contributions to the county.

4. Within 90 days after completion of any cutting operation, including timber trespass, but not more than 2 years after filing the cutting notice, the county shall transmit to the department on forms furnished by the department, a report of merchantable wood products cut. The department may conduct any investigations on timber cutting operations that it considers to be advisable, including the holding of public hearings on the timber cutting operations, and may assess severance share payments accordingly.

**(7) County forest credit.** The department shall set up an account for each county showing the lands entered; the sums previously paid under s. 28.14, 1961 stats.; the sums hereafter paid under this section; the sums previously received in the form of four-fifths severance tax collected pursuant to s. 77.06 (5), 1961 stats.; the sums received as forestry fund severance share under this section; and the sums previously reimbursed to the state on withdrawn lands pursuant to s. 28.12 (4), 1961 stats. Whenever the forestry fund account of any county shows an overpayment of such severance tax or severance share as of June 30 of any year, the department shall return such overpayment to the county. All severance taxes previously paid by any county and deposited in the general fund shall be credited to the forestry fund account of the county. If such credit exceeds the balance due to the forestry fund account from such county, the overpayment shall be credited to the county and applied in lieu of future severance shares due to the state until the county account is balanced.

**(8) State contribution.**

(a) *Acresage payments.* As soon after April 20 of each year as feasible, the department shall pay to each town treasurer 30 cents per acre, based on the acresage of such lands as of the preceding June 30, as a grant out of the appropriation made by s. 20.370 (5) (bv) on each acre of county lands entered under this section.

(b) *Forestry fund account.*

1. A county having established and maintaining a county forest under this section is eligible to receive from the state from the appropriations under s. 20.370 (5) (bq) and (bs) an annual payment as a noninterest bearing loan to be used for the purchase, development, preservation and maintenance of the county forest lands and the payment shall be credited to a county account to be known as the county forestry aid fund. A county board may, by a resolution adopted during the year and transmitted to the department by December 31, request to receive a payment of not more than 50 cents for each acre of land entered and designated as "county forest land". The department shall review the request and approve the request if the request is found to be consistent with the comprehensive county forest land use plan. If any lands purchased from the fund are sold, the county shall restore the purchase price to the county forestry aid fund. The department shall pay to the county the amount due to it on or before March 31 of each year, based on the acresage of the lands as of the preceding June 30. If the amounts in the appropriations under s. 20.370 (5) (bq) and (bs) are not sufficient to pay all of the amounts approved by the department under this subdivision, the department shall pay eligible counties on a prorated basis.

2. The department may allot additional interest free forestry aid loans on a project basis to individual counties to permit the counties to undertake meritorious and economically productive forestry operations, including land acquisitions. These additional aids may not be used for the construction of recreational facilities or for fish and game management projects. Application shall be made in the manner and on forms prescribed by the department and specify the purpose for which the additional aids will be used. The department shall make an investigation as it deems necessary to satisfy itself that the project is feasible, desirable and consistent with the comprehensive plan. If the department so finds, it may make allotments in such amounts as it determines to be reasonable and proper and charge the allotments to the forestry fund account of the county. These allotments shall be credited by the county to the county forestry aid fund. After determining the loans as required under subd. 1., the department shall make the remainder of the amounts appropriated under s. 20.370 (5) (bq) and (bs) for that fiscal year available for loans under this subdivision. The department shall also make loans under this subdivision from the appropriations under s. 20.370 (5) (bt) and (bu).

3. All payments made under this paragraph shall be known as the "forestry fund account".

**(9) County forest severance share.**

(a) Except as provided under pars. (b) and (c), on timber cut from lands entered as "county forest lands" the county shall pay a severance share of not less than 20% of the actual stumpage sales value of the timber. A higher rate of payment may be applied when agreed upon by the department and the county. When cutting is done by the county and timber is not sold or is sold as cut forest products the severance share shall be 20% of the severance tax schedule in effect under s. 77.06 (2).

(ag) The severance share paid by a county to the state shall be credited to the forestry fund account of the county and shall be divided into 2 payments as follows:

1. An acreage loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due in the forestry fund account of the county that is attributable to loans made under sub. (8) (b) 1.

2. A project loan severance share payment that is equal to the product of multiplying the amount of the severance share paid by the county by the percentage of the balance due that is attributable to loans made under sub. (8) (b) 2.

(am) The acreage loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bq), and the project loan severance share payments shall be deposited in the conservation fund and credited to the appropriation under s. 20.370 (5) (bu).

(ar) Notwithstanding s. 20.001 (3) (c), if the sum of the unencumbered balances in the appropriations under s. 20.370 (5) (bq), (bt) and (bu) exceeds \$400,000 on June 30 of any fiscal year, the amount in excess of \$400,000 shall lapse from the appropriation under s. 20.370 (5) (bq) to the conservation fund, except as provided in subd. 2.

2. Notwithstanding s. 20.001 (3) (c), if the amount in the appropriation under s. 20.370 (5) (bq) is insufficient for the amount that must lapse under subd. 1., the remainder that is necessary for the lapse shall lapse from the appropriation under s. 20.370 (5) (bu).

(b) No severance share payment is required if there is no balance due in the forestry fund account of the county. A severance share payment shall not exceed the balance due in the forestry fund account of the county.

(c) No severance share payment is required for wood removed from county forest lands for energy conservation projects established under sub. (3) (k).

(d) Of the gross receipts from all timber sales on the county forests 10% shall be paid annually by the county to the towns having county forest lands on the basis of acreage of such lands in the towns.

**(11) Withdrawals.**

(a) 1. The county board may by resolution adopted by not less than two-thirds of its membership make application to the department to withdraw lands entered under this section. The county board shall first refer the resolution to the county forestry committee, which shall consult with an authorized representative of the department in formulating its withdrawal proposal. The county board shall not take final action on the application until 90 days after referral of the application to the forestry committee or until the report of the forestry committee regarding the application has been filed with the board. The application shall include the land description, a statement of the reasons for withdrawal, and any restrictions or other conditions of use attached to the land proposed for withdrawal.

2. Upon the filing of an application to withdraw lands under subd. 1., the department shall investigate the application. During the course of its investigation the department shall make an examination of the character of the land, the volume of timber, improvements, and any other special values. In the case of withdrawal for the purpose of sale to any purchaser other than the state or a local unit of government, the department shall establish a minimum value on the lands to be withdrawn. In making its investigation the department shall give full weight and consideration to the purposes and principles set forth in sub. (1), and it shall also weigh and consider the benefits to the people of the state as a whole, as well as to the county, from the proposed use against the benefits accruing to the people of the state as a whole and to the county under the continued entry of the lands to be withdrawn. The department may conduct a public hearing on the application, if it considers it advisable, at a time and place that it determines, except that if the county requests a public hearing in writing, the department shall hold a public hearing.

3. If the department finds that the benefits after withdrawal of the lands described in the application under subd. 2. outweigh the benefits under continued entry of the lands and that the lands will be put to a better and higher use, it shall make an order withdrawing the lands from entry; otherwise it shall deny the application.

4. If the application is denied, the county board may, by resolution adopted by not less than two-thirds of its membership, appeal to a review committee. The department shall submit the findings of its investigation and of any hearing on a proposed withdrawal to the committee, which shall be composed of the following members:

- a. One member appointed by the county board submitting the application for withdrawal.
- b. One member who is appointed by the governor, who is from another county that has land enrolled under the county forest law, and who shall be chairperson of the review committee.
- c. One member appointed by the department.
- d. One member appointed by the University of Wisconsin from the College of Agricultural and Life Sciences.
- e. One member to be selected by unanimous vote of the appointed members or, if the appointed members fail to achieve unanimity, by the governor.

5. The review committee appointed under subd. 4. shall, by majority vote within 60 days after receiving the findings of the department, do one of the following:

- a. Approve the application for withdrawal if it finds the proposed use to be of a greater benefit considering all losses and benefits to the people of the state as a whole, as well as to the people of the county.
- b. Provisionally deny the application for withdrawal giving specific reasons why it finds the proposal deficient and making any suggestions for revising the application to reduce the conflict of the proposed use with the public interest.

6. If the committee approves a withdrawal under subd. 5., it shall notify the county board of its approval stating, as necessary, specific procedures to be followed by the county relating to the withdrawal. The county board may then by a resolution approved by not less than two-thirds of its membership, withdraw the lands from the county forest law and shall send copies of this resolution to the department and to the

county register of deeds who shall record the resolution.

7. If the committee provisionally denies the proposed withdrawal under subd. 5., it may consider an amended application for withdrawal upon presentation of the application and supporting information, or it may require additional investigation of the amended application by the department before reconsidering the application. Any additional investigation shall include additional public hearings if requested by the county, the department, or the committee.

(b) If the application is approved the county shall reimburse the state the amounts previously paid to the county pursuant to sub. (8) (b) which reimbursement shall be credited to the county forestry fund account; except that the department may waive all or part of such reimbursement if it finds that the lands are withdrawn for a higher public use or that the amount of such reimbursement is unreasonable when compared to the value of the land. If the department has waived any portion of such reimbursement and if at any subsequent time the land ceases to be used for the purpose designated in the application for withdrawal, the full amount of reimbursement due the forestry fund account on the lands withdrawn shall immediately become due and payable to the department and shall be credited to the forestry fund account, unless the department finds and determines that the lands will continue to be put to another higher public use in which case payments of such reimbursement may be deferred by the department so long as the lands are devoted to a higher public use. If payment is not made prior to the time of the next forestry aid payment to the county, forestry aid payments in an amount to be determined by the department shall be withheld until the amount due the forestry fund account is reimbursed.

**(12) Enforcement.** If at any time it appears to the department that the lands are not being managed in accordance with this section it shall so advise the county forestry committee and the county clerk. If the condition persists the department may proceed against the persons responsible for such noncompliance under s. 30.03 (4).

**(13) Review.** All orders of the department made under this section may be reviewed under ss. 227.52 to 227.58.

**History:** 1971 c. 215; 1975 c. 39 s. 734; 1975 c. 342; 1977 c. 29; 1979 c. 34 ss. 723 to 725, 2102 (39) (a); 1983 a. 27; 1983 a. 192 s. 304; 1983 a. 424 ss. 2 to 5; 1985 a. 29 ss. 655ce to 655cg, 3202 (39); 1985 a. 182 s. 57; 1987 a. 27; 1989 a. 31, 79; 1993 a. 16, 184, 301; 1995 a. 27, 201; 1997 a. 237, 248; 1999 a. 9; 2001 a. 16, 103; 2003 a. 242; 2005 a. 48.

**Cross Reference:** See also ch. NR 48 and ss. NR 1.24, 47.60, and 302.03, Wis. adm. code.

A county forest withdrawal appeal review committee under sub. (11) (a) is not a state agency whose decisions are reviewable under ch. 227. *Allen v. Juneau County*, 98 Wis. 2d 103, 295 N.W.2d 218 (Ct. App. 1980).

County boards cannot sell or exchange county forest lands without first withdrawing them from the county forest program under sub. (11). 66 Atty. Gen. 109.

## 905.2 COUNTY ORDINANCES

### 905.2.1 County Forestry Ordinance

*Marinette County Website:*

[www.marinettecounty.com/admin\\_chapter16.pdf](http://www.marinettecounty.com/admin_chapter16.pdf)

905.2.2 County ATV Ordinance

**SEE 905.2.1 County Forestry Ordinance**

16.01 DEFINITIONS

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16.05 COUNTY FOREST LAND USE REGULATIONS.

- (2) Recreation Use Of forest Lands.

- (h) USE OF ALL-TERRAIN VEHICLES COUNTY LANDS

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16.09 PROHIBITED ACTIVITIES ON COUNTY LANDS.

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- (m) ALL-TERRAIN VEHICLE SPEED LIMITS.

- (3) Parks

- (o) ALL-TERRAIN VEHICLE CAMPGROUNDS.

905.2.3 Shoreland Zoning Ordinance

## 910 TIMBER SALE HISTORY

### 910.1 ANNUAL GROSS TIMBER SALE RECEIPTS

#### Marinette County Forest

<u>Year</u>	<u>Gross Receipts</u>	<u>Year</u>	<u>Gross Receipts</u>	<u>Year</u>	<u>Gross Receipts</u>
1938	\$ 0	1972	\$ 206,898	2006	\$ 2,283,035
1939	\$ 766	1973	\$ 228,661	2007	\$ 1,900,716
1940	\$ 678	1974	\$ 319,940	2008	\$ 2,629,017
1941	\$ 2,278	1975	\$ 228,148	2009	\$ 2,604,623
1942	\$ 4,466	1976	\$ 309,058	2010	
1943	\$ 8,806	1977	\$ 364,822		
1944	\$ 22,010	1978	\$ 468,668		
1945	\$ 19,008	1979	\$ 487,934		
1946	\$ 24,361	1980	\$ 716,832		
1947	\$ 26,252	1981	\$ 753,276		
1948	\$ 27,702	1982	\$ 916,649		
1949	\$ 19,771	1983	\$ 965,036		
1950	\$ 39,035	1984	\$ 844,388		
1951	\$ 68,228	1985	\$ 764,474		
1952	\$ 56,386	1986	\$1,071,505		
1953	\$ 58,983	1987	\$ 963,886		
1954	\$ 64,879	1988	\$ 869,277		
1955	\$ 78,065	1989	\$ 895,245		
1956	\$ 109,349	1990	\$ 882,112		
1957	\$ 67,255	1991	\$ 959,064		
1958	\$ 70,573	1992	\$ 919,946		
1959	\$ 70,021	1993	\$1,311,253		
1960	\$ 68,584	1994	\$1,088,511		
1961	\$ 81,501	1995	\$1,180,265		
1962	\$ 77,744	1996	\$1,121,221		
1963	\$ 103,366	1997	\$1,435,999		
1964	\$ 88,605	1998	\$1,632,034		
1965	\$ 93,051	1999	\$1,529,111		
1966	\$ 118,414	2000	\$1,626,987		
1967	\$ 144,250	2001	\$1,909,334		
1968	\$ 167,455	2002	\$2,109,950		
1969	\$ 140,999	2003	\$1,884,527		
1970	\$ 170,405	2004	\$2,257,902		
1971	\$ 229,944	2005	\$1,895,079		

## 910.2 MAP OF PROPOSED HARVEST AREAS

**915 PERMITS, USE AGREEMENTS, POLICIES AND CONTRACTS**

**915.1 TIMBER SALE CONTRACT**

**TRACT NO.**

MARINETTE COUNTY FOREST TIMBER SALE CONTRACT NO.

Agreement entered into between the Marinette County Forestry and Outdoor Recreation Committee hereinafter referred to as the Committee and

hereinafter referred to as the Purchaser.

The Committee hereby authorizes the Purchaser to cut and remove all timber marked or designated by the Committee on the following described lands hereinafter called premises:

which are further described on the map or diagram attached and made a part hereof.

The purchaser agrees to pay to Marinette County the following prices for the timber cut and removed:

SPECIES	PRODUCT	ESTIMATED VOLUME	PRICE/UNIT	TOTAL VALUE OF ESTIMATED VOLUME
---------	---------	---------------------	------------	------------------------------------

The Committee and Purchaser mutually agree that this contract is subject to the following conditions:

CONTRACTING PARTIES

1. In this contract, the Committee and Purchaser include their respective officers, employees, agents, directors, subcontractors, assignees, partners, heirs, members and servants. The primary agent of the Committee is the County Forest Administrator, hereinafter referred to as the Administrator.
2. If the Purchaser ceases to exist, in fact or by law, the Committee may immediately terminate this contract and without waiving any remedies available to it, perform the contract.

CONTRACT PERIOD, EXTENSIONS, VIOLATIONS and TERMINATION

3. Cutting of timber on the premises shall not commence until after the Purchaser and Administrator have signed this contract and the premises have been shown to the Purchaser by the Administrator.
4. Cutting will continue with reasonable diligence so that all logging operations will be completed no later than . The Purchaser shall notify the Administrator when the operation has been completed.
5. Limited extension of the contract period may be granted only upon written application to the Committee. If granted, prices may be changed in accordance with Committee policy. The contract period, including extensions, should not exceed four (4) years.
6. Upon receipt by the Purchaser of written notice from the Administrator specifying a breach of any condition of the contract, all operations shall cease forthwith, and continued occupancy shall be a trespass. Operations may not be resumed without written authorization from the Administrator.
7. The Administrator shall be the sole judge as to whether the conditions of this contract are being complied with.
8. The Committee may terminate this contract for breach of any condition by giving the Purchaser five (5) days written notice thereof.

PERFORMANCE BOND

9. Purchaser has provided a cash deposit, or acceptable performance bond, or irrevocable letter of credit in the amount of \$ to be held until all conditions of this contract have been completed to the satisfaction of the Committee. -If the Administrator determines there is a breach of any condition of any timber contract, then at the Committee's discretion all or a portion of any performance bonds filed by the Purchaser with the County shall be forfeited to the Committee for damages. -Purchaser will be given at least five (5) days advance written notice of the meeting where the forfeiture decision will be made. -Before returning any or all of the bond to the Purchaser, the Administrator shall have up to ninety (90) days from the time notice is received of the completion date or termination date, whichever occurs first, to inspect the premises to determine if the contact has been satisfactorily performed. -In addition to exercising any of it's rights under the performance bond, or in connection with this clause, or the deposit, the Committee may also seek actual damages and other remedies available to it under the law or this contract.

GENERAL CONDITIONS

10. MODIFICATIONS - Subject to Committee approval none of the terms of this contract shall be varied or modified except in writing by the Administrator. The Purchaser shall notify the Surety, if any, of any such changes or amendment.
11. ASSIGNMENT - Subject to Committee approval this contract cannot be assigned or subcontracted in part or in whole without prior written approval from the Administrator.
12. LIABILITY - The Purchaser agrees to protect, indemnify, and save harmless the Committee or its agents from and against any and all causes of actions, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations or in connection with any action or omission of Purchaser. Furthermore, the Purchaser shall defend the Committee in any such cause of action or claim.

13. DESIGNATED TIMBER - All and only timber marked or designated for cutting on the premises shall be cut whether it be more or less than the volume listed herein.
14. TITLE TO PRODUCTS - Title to any and all forest products cut under this contract shall remain with the Committee until the products are scaled and paid for and a release given in writing by the Administrator. Title to all products remaining on the sale area longer than one year beyond the date of final scale shall revert to Marinette County.
15. CULVERTS - Only culverts approved by Marinette County may be used on county land. Marinette County will provide culverts to cross streams or drainages. At the discretion of the Administrator culverts may be required to be removed and returned.
16. ACCESS - The Purchaser will be responsible for securing legal access to the premises.
17. INSECTS - The Administrator, at his discretion, may temporarily suspend logging operations to prevent insect or disease outbreaks.
18. TRAILS - All recreation trails are to be kept open and not blocked in any manner. Care should be exercised so as not to damage trails with heavy equipment or trucks. Whenever possible, snowmobile trails should not be plowed to bare ground.
19. REMOVAL OF PRODUCTS - No forest products shall be removed from the premises until paid for or guarantees for payment satisfactory to the Administrator are provided.
20. TIMBER DAMAGE - Unmarked or undesignated trees cut or damaged through carelessness, negligence or intention shall be paid for at double the stumpage rate specified or at a rate to be determined by the Administrator, if not specified. -Timber marked or designated on the premises which is destroyed or reduced in value as a result of the Purchaser's operation or negligence shall be paid for at the specified rate. -No unnecessary damage shall be done to residual timber stands and any trees bent or held down by felled trees shall be promptly released.
21. TRESPASS - Purchaser shall be liable for all trespasses committed by Purchaser outside of sale boundaries.
22. SITE DAMAGE - Purchaser shall be liable for unwarranted site damage as a result of his operations and shall comply with all laws regarding stream crossings.
23. WASTE - Any timber wasted in tops and stumps, or not removed on termination of this contract, shall be paid for at the specified rate. -The Purchaser agrees not to do or allow any waste or nuisance upon the premises and shall remove, to the satisfaction of the Administrator, all solid waste, trash and debris, including logging debris, generated by the Purchaser.
24. SLASH - The Purchaser agrees to comply with State Slash and Fire Laws, and with requests regarding forest fire prevention and suppression made by the Administrator.
25. ROADS - The location and construction of new roads, or use of existing logging roads, is subject to advance approval by the Administrator. All such roads used or constructed by the Purchaser shall be operated, maintained and restored prior to termination of the contract in a manner satisfactory to the Administrator. -Logging roads that intersect town, county or state roads or highways must have these intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction.
26. SURVEY CORNERS - The Purchaser shall not remove, destroy, or make inaccessible land survey monuments or accessories. The Purchaser shall be liable for the cost of repair or replacement. If the performance bond is insufficient to cover such cost, Section 59.635, Wisconsin Statutes, Perpetuation of Landmarks, may be enforced.
27. STRUCTURES - No permanent residence, dwelling, permanent structure or improvement shall be established or constructed on the premises. The placement of temporary structures requires the advance approval of the Administrator.
28. DISPUTES - In the event of a dispute between the Purchaser and the Administrator the Purchaser may appeal to the Committee within sixty (60) days of the incident. Final recourse shall be in accordance with Chapter 788, Wisconsin Statutes.

#### EMPLOYMENT

29. To the extent that it is applicable to the Purchaser, the Purchaser agrees to comply with Wisconsin Worker's Compensation Act, Chapter 102, Wisconsin Statutes, and all rules promulgated thereunder. A Certificate of Insurance showing proof of compliance covering the contract period and all employees on the sale area is required to be submitted to the County file at the beginning of any work on the contract area. Contractor's claiming an exemption from the Wisconsin Worker's Compensation Act must provide proof s/he is not required to have it.

30. Jobbers and other employees who, on this sale or on previous state or county timber sales, have been unsatisfactory in the execution of their work, or in their integrity, shall upon written request of the Administrator be barred from work on the premises.

31. The Purchaser agrees not to discriminate against an employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, development disability or national origin.

32. The Purchaser is an independent contractor and not an employee or agent of the Committee.

#### UTILIZATION

33. STUMPS - Maximum height shall not exceed the stump diameter, except that stumps of trees less than ten (10) inches in diameter shall not exceed ten (10) inches in height.

34. CORDWOOD PRODUCTS - Tops shall be utilized down to a four (4) inch top for all species.

35. SAWLOG PRODUCTS - Softwood species shall be utilized to an eight (8) inch top and hardwood species to a ten (10) inch top.

36. All merchantable wood bulldozed over during road construction must be utilized and paid for.

#### OPERATIONS

37. The Administrator reserves the right to restrict the use of equipment used on the premises whether due to size, terrain, or other just cause.

38. No landing, yarding, milling or loading of forest products shall be permitted within two hundred (200) feet of any town, county or state road or highway without consent of the Administrator.

39. Skidding, decking, and loading trailers or trucks is prohibited within the right-of-way of any town, county or state road or highway.

40. No full tree skidding (trees with tops) will be permitted without consent of the Administrator.

41. The Administrator reserves the right to establish cutting compartments and designate the sequence in which they will be cut.

42. To insure and protect Aspen regeneration in the areas where Aspen is being managed, all wood must be cut and removed with the Aspen.

43. No logging operations, including road construction, may be started on the premises until permission has been received from the Forester in charge.

44. Equipment or property left on the premises after ninety (90) days without permission becomes the property of Marinette County. The Purchaser may be charged for its removal.

45. The Purchaser shall notify the Administrator within one week of starting or temporarily stopping the cutting operations.

#### SCALING & CONVERSION

46. DBH represents the tree diameter at four and a half (4 1/2) feet above the ground.

47. The Administrator may inspect trucks hauling forest products from the premises and check scale and ticket books at any time.

48. All cordwood volumes are based on unpeeled measure. To compute equivalent unpeeled volume, it is agreed to divide hand peeled volume by 87.5 percent, stroke delimeter and wood processor peeled volume by 85.75 percent, ring debarked volume by 84 percent, and other machine peeled volume by 75 percent.

49. The Scribner Decimal C Log Rule shall be used for scaling logs.

50. Maximum trim allowance on sawlogs shall be six (6) inches. Sawlogs overrunning this allowance shall be scaled to the next one (1) foot of scaling measure.

51. Conversion of MBF (thousand board feet) to cords, or cords to MBF, shall be two and forty four hundredths (2.44) cords per MBF for softwoods and two and two tenths (2.20) cords per MBF for hardwoods.

PAYMENTS

52. All payments are due upon receipt by the Purchaser of an invoice from the Administrator. If payment is not received by the closing date on the invoice, a one and one half (1 1/2) percent interest penalty shall be added for each month (or fraction thereof) that payment is late. In addition, Purchaser risks credit rating and may be required to pay for forest products prior to removal as stated in Item 19.

53. Payments should be made and sent to the Marinette County Treasurer.

All Products Scaled on Premises

Contract No. \_\_\_\_\_

54. All products will be scaled on the premises.

55. At least fifty (50) cords of pulpwood will be yarded or decked before a scale is requested.

56. All pulpwood will be piled for scaling. Piles shall be reasonably level and square.

57. All pulpwood must be separated from sawlogs when piled.

58. If sawlogs are decked, the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.

59. Piece products - posts, poles, piling, etc. - shall be decked in separate piles according to product length.

60. Other Conditions: (If none, write NONE)

\_\_\_\_\_  
County Forest Administrator

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

54. Maximum length of contract is two years.

55. Failure to fully complete performance under this contact shall result in forfeiture of the total performance bond by the Purchaser as liquidated damages.

56. Volume to be cut is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the Purchaser has the obligation to cut and remove it. If there is less timber than estimated, there is no obligation by the seller to make up the deficiency. The timber designated or marked will not be changed to increase the cut to the estimate.

57. No portion of the stumpage payment will be returned to the Purchaser after award and signing of the contract.

58. Forest products and stumpage remaining on the sale area at the expiration of this contract revert to ownership of the seller.

59. Hauling on the same day from both this and a scaled timber sale located on land owned by the seller without authorization from the seller, will be considered a repudiation of this contract.

60. Payment schedule:

Contracts up to \$5,000.00 - Full payment prior to logging.

Contracts over \$5,000.00 - \$5,000.00 payment prior to logging. The remaining balance must be paid in 1-4 payment blocks as the contract progresses until the total amount is paid. Minimum payment is \$5,000.00 per payment block or the final balance if less than \$5,000.00. The amount of the payment block will increase with the size of the contract.

Payment is due upon demand as payments must keep ahead of cutting on the contract.

For contracts that have specified cutting units, one unit must be paid before cutting starts. The remaining units must be paid individually before cutting starts on each unit.

61. Other Conditions: (If none, write NONE)

\_\_\_\_\_  
County Forest Administrator

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

54. Ticket books shall be issued when the contract is signed and periodically as needed. All tickets must be accounted for. Unused tickets will be returned to the Administrator upon completion or termination of the contract.
55. Tickets are issued for the contract specified on the cover of the ticket book and shall not be used on the premises for any other contract.
56. Lock boxes will be placed on the premises at points convenient to the Purchaser and Marinette County.
57. Upon request, the Purchaser shall provide the Administrator with a list of all destinations of wood to be removed from the premises. Changes in wood destination shall be reported before hauling to the new destination. By signing this agreement, the Purchaser authorizes Marinette County to audit their accounts at the various mills.
58. Upon request, a list of all truckers that will be hauling wood from the premises shall be provided to the Administrator by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
59. Each ticket has three copies (White, Pink, and Yellow).
60. Each time a load of cut products leaves the sale area, the first copy (white) must be completely filled out and deposited in the lock box. It must be filled out clearly.
61. Failure to deposit tickets in the lock box each time a load of cut products leaves the sale area will be considered a breach of contract.
62. Each time a load of cut products leaves the sale area, the truck driver must have in his/her possession the second copy (pink) applicable to the load.
63. The second copy (pink) is to be returned by the Purchaser to the Scaler along with the accompanying mill scale slip. Both shall be returned within fifteen (15) days of the scale date on the mill slip.
64. Firewood Delivery - The second copy (pink) of the ticket shall be signed by the firewood buyer and the buyer shall also indicate his telephone number on the ticket. The Purchaser will then return the ticket to the Scaler within fifteen (15) days of firewood delivery.
65. The third copy (yellow) is for the Purchaser's records.
66. The Administrator, or department employees, may check scale at any time.
67. All sawlogs must be separated from pulpwood when piled.
68. Logs will be yarded for scaling. If logs are decked, the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.
69. All logs shall be scaled on the premises.
70. At least \_\_\_\_\_ MBF (thousand board feet) of sawlogs will be skidded and yarded before a scale is requested.
71. Piece Products - posts, poles, piling, etc. - shall be decked in separate piles according to product length.
72. Other Conditions: (If none, write NONE)

\_\_\_\_\_  
County Forest Administrator

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

54. All aspen pulpwood, sawlogs and pieces will be scaled on the premises. Only miscellaneous pulpwood will be allowed to be hauled under the ticket system as outlined in Items 59 - 71.
55. At least fifty (50) cords of aspen pulpwood will be piled, decked or yarded before a scale is requested. Piles shall be reasonable level and square.
56. Logs will be yarded for scaling. If sawlogs are decked, the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.
57. At least \_\_\_\_\_ MBF (thousand board feet) of sawlogs will be skidded and yarded before a scale is requested.
58. Piece Products - posts, poles, piling, etc. - shall be decked in separate piles according to product length.
59. Ticket books, for removal of miscellaneous pulpwood, shall be issued when the contract is signed and periodically as needed. All tickets must be accounted for. Unused tickets will be returned to the Administrator upon completion or termination of the contract.
60. Tickets are issued for the contract specified on the cover of the ticket book and shall not be used on the premises of any other contract.
61. Lock boxes will be placed on the premises at points convenient to the Purchaser.
62. Upon request, the Purchaser shall provide the Administrator with a list of all destinations of wood to be removed from the premises. Changes in wood destination shall be reported before hauling to the new destination. By signing this agreement, the Purchaser authorizes Marinette County to audit their accounts at the various mills.
63. Upon request, a list of all truckers that will be hauling wood from the premises shall be provided to the Administrator by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
64. Each ticket has three copies (White, Pink, Yellow).
65. Each time a load of cut products leaves the sale area, the first copy (white) must be completely filled out and deposited in the lock box. It must be filled out clearly.
66. Failure to deposit tickets in the lock box each time a load of cut products leaves the sale area will be considered a breach of contract.
67. When transporting cut products from the sale area, the truck driver must have in his/her possession the second copy (pink) applicable to the load.
68. The second copy (pink) is to be returned by the Purchaser to the Scaler along with the accompanying mill scale slip. Both shall be returned within fifteen (15) days of the scale date on the mill slip.
69. Firewood Delivery - The second copy (pink) of the ticket shall be signed by the firewood buyer and the buyer shall also indicate his telephone number on the ticket. The Purchaser will then return the ticket to the Scaler within fifteen (15) days of firewood delivery.
70. The third copy (yellow) is for the Purchaser's records.
71. The Administrator, or department employee, may check scale at any time.
72. Other Conditions: (If none, write NONE)

\_\_\_\_\_  
County Forest Administrator

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

54. Only red pine pulpwood will be allowed to be hauled under the ticket system as outlined in Items 59 - 71. All other species and products will be scaled on premises.
55. At least fifty (50) cords of aspen pulpwood will be piled, decked or yarded before a scale is requested. Piles shall be reasonable level and square.
56. Logs will be yarded for scaling. If sawlogs are decked, the log length shall be marked on the small end with a lumber crayon. Decks shall be no higher than six (6) feet.
57. At least \_\_\_\_\_ MBF (thousand board feet) of sawlogs will be skidded and yarded before a scale is requested.
58. Piece Products - posts, poles, piling, etc. - shall be decked in separate piles according to product length.
59. Ticket books, for removal of miscellaneous pulpwood, shall be issued when the contract is signed and periodically as needed. All tickets must be accounted for. Unused tickets will be returned to the Administrator upon completion or termination of the contract.
60. Tickets are issued for the contract specified on the cover of the ticket book and shall not be used on the premises of any other contract.
61. Lock boxes will be placed on the premises at points convenient to the Purchaser.
62. Upon request, the Purchaser shall provide the Administrator with a list of all destinations of wood to be removed from the premises. Changes in wood destination shall be reported before hauling to the new destination. By signing this agreement, the Purchaser authorizes Marinette County to audit their accounts at the various mills.
63. Upon request, a list of all truckers that will be hauling wood from the premises shall be provided to the Administrator by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
64. Each ticket has three copies (White, Pink, Yellow).
65. Each time a load of cut products leaves the sale area, the first copy (white) must be completely filled out and deposited in the lock box. It must be filled out clearly.
66. Failure to deposit tickets in the lock box each time a load of cut products leaves the sale area will be considered a breach of contract.
67. When transporting cut products from the sale area, the truck driver must have in his/her possession the second copy (pink) applicable to the load.
68. The second copy (pink) is to be returned by the Purchaser to the Scaler along with the accompanying mill scale slip. Both shall be returned within fifteen (15) days of the scale date on the mill slip.
69. Firewood Delivery - The second copy (pink) of the ticket shall be signed by the firewood buyer and the buyer shall also indicate his telephone number on the ticket. The Purchaser will then return the ticket to the Scaler within fifteen (15) days of firewood delivery.
70. The third copy (yellow) is for the Purchaser's records.
71. The Administrator, or department employee, may check scale at any time.
72. Other Conditions: (If none, write NONE)

\_\_\_\_\_  
County Forest Administrator

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT TO TIMBER SALE CONTRACT

TO WHOM IT MAY CONCERN:

Cutting of bearing trees is prohibited by Wisconsin State Statutes, Section 59.635 (5) and (5m), and punishable by a fine of up to \$1,000.00 or up to one year in prison.

A bearing tree is any tree with an axe cut blaze on the stump or at chest height, or both, that is near the survey corner. Although a blaze may be grown over, it is still noticeable and a valid monument.

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The below listed practices are not permitted on town roads:

1. Skidding down or across town roads.
2. Piling wood on town road right of ways.
3. Leaving trailers (loaded or unloaded) and other logging vehicles and/or equipment parked along town roads.
4. Loading trailers and trucks on town roads.
5. Plugging town road ditches with entrance roads.

## LOGGER TRAINING

The recent forest certification effort on our public lands has heightened the requirement to “*requiring* appropriate training” of its logging contractors. This is needed to maintain certification under the Sustainable Forestry Initiative (SFI) certification standard. The requirement will apply to all Marinette County timber sales on county land sold after January 1, 2006. Marinette County Forestry will adopt training specifications of the Wisconsin SFI<sup>®</sup> Training Standard. This will align the County with requirements already in place for most of Wisconsin’s forest industry. The Forest Industry Safety and Training Alliance (FISTA) will continue to maintain loggers training records and provide much of the training.

John Neilio  
Forestry and Parks Administrator

915.2 TIMBER SALE EXTENSION / RENEWAL POLICY

MARINETTE COUNTY TIMBER SALE CONTRACT RENEWAL

Contract No:  
Contractor(s):

RENEWAL DATE OF \_\_\_\_\_ TO \_\_\_\_\_

The Marinette County Forestry and Outdoor Recreation Committee hereby extends the expiration date of this timber sale contract in order to allow you to remove the designated timber and fulfill other obligations under said contract. It is mutually agreed that the provisions of the original contract and endorsements thereto are not affected in any manner by this contract renewal as may be herein specified.

Where applicable by species, the base stumpage prices have been increased and prices now in effect are shown as "Extended Price."

Species	Base Price	Previous Price	Scheduled Increase	Approved Increase	Extended Price
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I/We hereby accept the above conditions.

\_\_\_\_\_ Contractor

\_\_\_\_\_ Contractor

\_\_\_\_\_ Date

On behalf of the Marinette County Forestry Committee:

\_\_\_\_\_ Co. Forest Administrator

\_\_\_\_\_ Date

Please acknowledge by signing both copies. Retain one copy for your file and return one copy to the Administrator.

# 915.3 MEMORANDUM OF UNDERSTANDING AND AGREEMENT

## MEMORANDUM OF UNDERSTANDING AND AGREEMENT

By and Between

WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
Division of Forestry – Northeast Region  
Peshtigo, WI

AND

MARINETTE COUNTY FOREST AND PARKS DEPARTMENTS  
Marinette, WI

This agreement is entered into by and between the Marinette County Forest and Parks Departments and the State of Wisconsin - Department of Natural Resources, for the purposes of providing mutual assistance in the prevention, detection and suppression of forest fires on lands within Marinette County and the State of Wisconsin. The Department of Natural Resources will hereafter be referred as "DNR" and the Marinette County Forest and Parks Departments as "County".

### 1. RESPONSIBILITIES:

- a) The DNR is responsible for the prevention, detection and suppression of all forest fires and the protection of any improvements threatened by forest fires as outlined in section 26.11, Wis. Statutes. The DNR may request the assistance of the County to provide forest fire suppression.
- b) Upon request of the DNR, the County agrees to provide personnel and equipment for fire suppression assistance as available, and at the discretion of the County Forest and Parks Administrators, for their respective employees, regardless of land ownership, either within or outside Marinette County .
- c) The DNR is responsible to provide for forest fire detection with its fire towers and aircraft during high fire danger periods as outlined in its daily fire operations and staffing plans.
- d) The DNR is responsible for implementing a forest fire prevention program. The County agrees to cooperate by allowing DNR to install fire prevention signs and notices on County land at locations agreed upon by the DNR and the County Forest and Parks Administrator.
- e) The County agrees to cooperate with DNR in the Red Flag Alert program, implementation of Emergency Forest Fire Restrictions, and other fire closures when applicable, after consultation with the DNR Fire Management Officer.
- f) The County agrees to conduct an active fire hazard reduction and road access program on County Forest lands so as to minimize the danger of forest fires as identified in the 10 year Comprehensive land use Plan.

### 2. REPORTING OF FIRES:

- a) The DNR agrees to make every effort to immediately notify the County through the Marinette Forestry and Parks Dept. office of any forest fires burning on County Forest land or in County Parks.

- b) The County agrees to make every effort to immediately notify the DNR through either County dispatch or Peshtigo DNR dispatch of any forest fires they become aware of.

3. EQUIPMENT AND PERSONNEL REQUIREMENTS:

- a) The DNR and County agree to designate firefighting equipment as suitable for suppressing forest fires. Designated units shall be listed in the DNR Fire Action Plan and shall be equipped with wildland firefighting handtools and radios having common frequencies with DNR.
- b) DNR agrees to permit the County to install DNR radio frequencies in County radios for use in communicating with DNR on forest fires. DNR frequencies are not to be used for routine County radio communications.
- c) The County agrees to respond to forest fires with firefighters that have successfully completed I-100 (Introduction to ICS), S-130 (Basic Firefighter), and S-190 (Intro. to Fire Behavior). The County accepts and assumes the responsibility to insure that fire suppression activities under this agreement will be performed by trained firefighters or by those working under direct supervision of a County employee trained as required herein.
- d) DNR agrees to provide the above referenced required training to County employees at no cost to the County upon request. DNR will also provide additional training, at no cost to the County, for County personnel who are members of the DNR's Incident Management Team, or as required to qualify for other mutually acceptable positions in the fire organization.
- e) All firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meet the NFPA 1977 standards and consist of fire resistant shirt, pants or coveralls, hardhat, leather gloves, leather boots, and fire shelters.

4. PAYMENT OF COUNTY EMPLOYEES:

County employees will remain on the County payroll and protected under the County's Workers Compensation Plan for the entire period that they have been authorized to assist the DNR in fire suppression activities either inside or outside of Marinette County. All terms of Marinette County's personnel policy will apply. All employees covered by a bargaining agreement or other employer/employee contract shall earn normal compensation, overtime pay, or compensatory time as specified in their current contractual agreement. The normal work schedule for County Forest employees is 8:00 am to 4:30 pm, Monday through Friday.

The following payment rates and procedures apply for the services of County personnel working on forest fire suppression or related activities (including travel) and after obtaining authorization from the Forest and Parks Administrator or designee:

- a) For services provided on forest fires within Marinette County during regularly scheduled work hours, Marinette County will not bill the DNR.

- b) For services provided on forest fires within Marinette County that occur or extend beyond the employee's normal work schedule, Marinette County reserves the option to bill DNR for all costs of compensation of the employee.
- c) For services provided on forest fires outside of Marinette County, the County reserves the option to bill DNR for all costs of employee compensation.
- d) Billing for all services provided in this paragraph, and equipment charges as provided in paragraph 5, shall be sent to DNR within 60 days of the date that services are provided.

5. FIRE SUPPRESSION COMPENSATION:

For fires within Marinette County, one half of all costs billed to DNR by the County will be billed back to the County Clerk (ref. Wis. Statute 26.14(4) if a negligent party cannot be identified.

- a) For such fires that actually occur on County Forest, costs of the County Forest equipment and personnel will be waived by the County.
- b) If such fire involves multiple land ownership (including County Forest), costs of County equipment and personnel shall be prorated by percentage of acreage, with a deduction for the County Forest share.
- c) For fires outside of Marinette County, the County will bill DNR for total costs of County Forest and Parks equipment. County equipment that leaves Marinette County will continue to be insured by the County. Equipment use rates shall be determined by current Department of Transportation equipment rates and documented in the DNR Fire Action Plan.

6. LIABILITY:

The County, its employees, agents, and members shall not be deemed as employees or agents of the DNR for any purpose, including workers compensation. Workers compensation coverage for employees of the County shall be provided by the County. In addition, the DNR shall not be liable for any damage to or destruction of vehicles or suppression equipment beyond that liability established in section 893.82 or 895.46, Wis. Statutes, or as otherwise established by the State Claims Board and approved in accordance with these statutes.

7. TERMINATION:

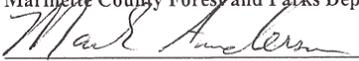
This agreement will be effective upon its signing by both parties and shall remain in effect until six months after either party gives the other party written notice of termination.

For the:  
Department of Natural Resources

\_\_\_\_\_  
Darrell Bazzell, Secretary

Date: \_\_\_\_\_

For the:  
Marinette County Board  
Marinette County Forest and Parks Dept.

  
\_\_\_\_\_  
Mark Anderson, County Board  
Chairperson

Date: 3-28-01

915.4 FIREWOOD PERMIT/POLICY

FIREWOOD. No person shall cut or remove wood for household heating without  
A written permit.

MARINETTE COUNTY FORESTRY DEPARTMENT  
1926 HALL AVENUE, MARINETTE, WISCONSIN 54143-1717  
PHONE: 715-732-7525

FUELWOOD PERMIT NO. **5763**  
(Home Consumption)  
Fee \$15.00

NAME:

ISSUE DATE:

ADDRESS:

EXPIRATION DATE:

PHONE:

Fuelwood cutting is allowed on Marinette County forest lands only, subject to the following conditions:

1. The fuelwood is for personal use only and is not to be given away, exchanged, or sold.
2. No live trees may be cut. No more than 10 standard cords of wood (4'w x 4'h x 8'd) per household per year may be cut.
3. No wood may be hauled in lengths greater than four (4) feet.
4. Permittee must be present and have the permit in possession when cutting and hauling occurs.
5. Permittee is responsible to make sure they are on Marinette County owned land when cutting fuelwood.
6. Downed trees and standing dead trees may be cut year round. However, standing dead trees cut between October 1 and the following May 15 must have the bark coming off.
7. On the Marinette County Forest, there are dead trees which have been protected from cutting so that they can serve as snag and den trees for wildlife. For that reason do not cut the following:
  - **Trees marked with paint or tags.**
  - **Standing or downed trees with wildlife nests, cavities, or dens.**
  - **Standing or downed trees within 200 feet of beaver ponds, lakes, streams, or rivers.**
8. Timber sale areas are closed to fuelwood cutting. If you see logging equipment, trees cut into 8-foot or longer lengths, stacked wood, or paint on standing trees, no fuelwood cutting is allowed.
9. Fuelwood cutting is not allowed within Parks and developed recreation areas, the Beech Forest Natural Area, the Harmony Farm, within wildlife openings, or other areas which may be designated by Marinette County.
10. Use of farm tractors, rubber tired or track mounted skidders, etc. is not allowed.
11. Any authorized agent of Marinette County may immediately revoke a permit for any reason by giving written or oral notice to the permittee; or issue a citation for noncompliance of the permit conditions, or unnecessarily damaging the land or residual trees. Citations carry a fine of up to \$500 plus costs.
12. Anyone cutting fuelwood holds harmless Marinette County from any claims, damages, or liability resulting from any action or inaction of the fuelwood cutting.

This permit is issued and accepted subject to the conditions listed above.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED COUNTY AGENT

\_\_\_\_\_  
SIGNATURE OF PERMITTEE (Not valid unless signed)

## 915.5 PRIVATE ACCESS – LAND USE PERMIT

Date

Name

Street Address

City, State Zip Code

COUNTY OF MARINETTE

STATE OF WISCONSIN

### **ACCESS PERMIT**

This permit is entered into by and between Marinette County, hereinafter referred to as "Owner", and \_\_\_\_\_ hereinafter referred to as "Permittee", for the purpose of obtaining ingress and egress across the lands owned by and located within Marinette County, more particularly described as:

(Legal Description)

It is understood by the Owner and the Permittee this permit is subject to the following conditions:

1. Permittee is allowed to maintain trail without prior approval of Owner. Maintenance includes but is not limited to removal of fallen trees or invading brush, trimming of trees, snow removal and leveling of ruts.
2. Permittee is allowed to make trail improvements or cut trees with prior written approval of Owner. Trail improvements include but are not limited to widening, ditching and adding gravel or fill.
3. Free flow of water drainage must be provided for where needed. Permittee must obtain all necessary permits to cross wetlands, per the Marinette County Shoreland/Wetland Ordinance.
4. This permit is non-transferable. New landowner must apply to continue this land use agreement.
5. If Owner reasonably determines this permit interferes with management objectives of Owner, this permit may be cancelled at any time by sixty (60) day written notice to Permittee.

6. Trail shall not be gated or posted anywhere it crosses county land and must be kept open for use to all members of the general public.
7. Authorized modifications and maintenance shall be performed in a safe manner.
8. Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse use may be made against the lands of Owner at any time.
9. Other uses including but not limited to installation of utility lines are not allowed under this permit and require separate approval by Marinette County.
10. Identification signs are not allowed on county land.
11. Off Road Vehicles. No person shall operate any unlicensed motor vehicle including but not limited to, trail bikes, motorcycles, mini-bikes or all terrain vehicles on County lands except county and state employees in the course of normal work duties. All terrain vehicles are allowed on designated ATV trails.
12. Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within 10 days of written notice by Owner.

Permittee agrees to protect, indemnify, and save harmless Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from Permittee's construction, maintenance or placement of objects on the described lands and Permittee shall defend Owner in any such action or claim.

MARINETTE COUNTY FORESTRY AND  
OUTDOOR RECREATION DEPARTMENT

By:

\_\_\_\_\_  
John Neilio, County Forest Administrator

I have read, understand and agree to the above stated conditions.

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_

\_\_\_\_\_

915.6 CAMPING POLICY / PERMIT

CAMPING COUNTY LAND. Camping is allowed by permit on County land not designated as a park or that is within any incorporated municipality for a period not to exceed fourteen (14) consecutive days of any twenty-one (21) day period.

915.7 TREE STAND POLICY

HUNTING SCAFFOLDS. No person shall construct, occupy or use any elevated scaffold or other elevated device on County lands; except portable tree stands may be used, if completely removed each day at the close of hunting hours and cause no damage to trees in which they are placed.

915.8 OTHER

RECREATIONAL USE PERMITS

DUNBAR SPORTSMAN'S CLUB

WAUSAUKEE LION'S CLUB

FRYING PAN LAKE PERMIT

DISABLED PERSON ATV PERMIT

METAL DETECTING PERMIT

LIFETIME TENANCY PERMIT

SNOWPLOW PERMIT

WILD RIVERS COOPERATIVE AGREEMENT

COUNTY OF MARINETTE  
STATE OF WISCONSIN

**SPECIAL RECREATION USE PERMIT**

This Permit, by and between Marinette County, hereinafter referred to as Owner, and Dunbar Sportsman's Club of Dunbar, Wisconsin, hereinafter referred to as Permittee, to enter upon and use the following described land:

That portion of the NE of the SE of Section 25, Township 37N, Range 18E located north of the east-west runway, east of the north-south runway, south of Highway "B", and west of the east line of Section 25, except a 50 foot buffer strip must be left along the north-south runway (location map is attached and made a part of this Permit).

for the purpose of erecting, using, and maintaining a metal building clubhouse (24' x 90'), a 24' x 60' shelter, a rifle range, two trap ranges, and any other club related improvements as necessary.

This Permit shall be in effect commencing November 1, 1997 and ending October 31, 2019.

In consideration of this Permit, the Permittee will pay the following fee and/or provide the following services:

- A) Five dollars (\$5.00) per year payable to the Marinette County Treasurer commencing January 1, 2000 and due each January 1st throughout the term of this Permit.

It is understood by the Owner and the Permittee that this Permit is subject to the following conditions:

- 1) The Permittee shall be solely responsible to maintain the area under this Permit in a safe condition at all times.
- 2) This Permit is nontransferable.
- 3) If the Owner determines that the Permit will interfere with the management objectives of the Owner, this Permit may be canceled at any time by one (1) year written notice to the Permittee.
- 4) No cutting or trimming of trees shall be done unless approved by the Owner.
- 5) All signs, postings, or other markers shall be approved by the Owner.
- 6) The dumping of rubbish, debris, dirt, stone, and any other material is prohibited on all County Forest land including lands covered by this Permit.
- 7) The Permittee shall be responsible for maintenance of the site.

- 8) The area covered by this Permit is open for use to all members of the general public.
- 9) The Permittee acknowledges ownership of the land by the Owner and agrees that no right or claim for possession or adverse use may be made against the lands of the Owner at any time arising from the uses permitted by this Permit.
- 10) Other uses of this area such as utility lines are not allowed under this Permit and require separate approval by Marinette County.
- 11) Permittee shall restore the area to a condition as specified by Marinette County upon expiration or termination of this Permit. Such restoration shall be completed within one year of receipt of such specifications by Permittee, and may include but not be limited to:
  - a) Removal of all wood products debris and residues, fences, signs, and other improvements caused by operations of the Permittee.
  - b) Reestablishment of forest cover.
  - c) Any buildings not removed within said one year period shall become the property of the Owner. Permittee may be charged for their removal.
- 12) The Permittee agrees to protect, indemnify, and save harmless the Owner, it's agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands and the Permittee shall defend the Owner in such action or claim.
- 13) All buildings on this description must meet town, county, and state zoning and permit requirements.
- 14) The Permittee shall carry liability insurance covering the premises.
- 15) Owner may terminate this Permit if the above conditions are not complied with.

**MARINETTE COUNTY FORESTRY and  
OUTDOOR RECREATION DEPARTMENT**

By: \_\_\_\_\_  
Administrator

COUNTY OF MARINETTE  
STATE OF WISCONSIN

### **SPECIAL RECREATION USE PERMIT**

This Permit, by and between Marinette County, hereinafter referred to as Owner, and Wausaukee Lions Club and the Wausaukee Baseball Association of Wausaukee, Wisconsin, hereinafter referred to as Permittee, to enter upon and use the following described land:

A part of the NW1/4 NE1/4, Section 36, Township 34 North, Range 20 East, County of Marinette, State of Wisconsin, and more particularly described as follows:

Commencing at the North 1/16<sup>th</sup> corner being 1333.26 feet south of the North quarter corner of said Section 36; thence S89°-52'-29"E, 627.4 feet along the North 1/8<sup>th</sup> line; thence North 24.75 feet to the place of beginning; thence continue North 370.0 feet; thence East 685.79 feet to the East 1/8<sup>th</sup> line; thence South along said 1/8<sup>th</sup> line 370.0 feet; thence N89°-52'-29"W. 685.79 feet to the place of beginning, and containing approximately 5.82 acres.

for the purpose of using and maintaining as an athletic field which includes large softball field with concrete block dugout, small little league field, cyclone fence around both fields, a playground area, lavatory facilities, and a concession stand.

This Permit shall be in effect commencing March 1, 2004 and ending April 30, 2024.

In consideration of this Permit, the Permittee will pay the following fee and/or provide the following services:

- A) Five dollars (\$5.00) per year payable to the Marinette County Treasurer commencing March 1, 2004 and due each March 1st throughout the term of this Permit.

It is understood by the Owner and the Permittee that this Permit is subject to the following conditions:

- 1) The Permittee shall be solely responsible to maintain the area under this Permit in a clean and safe condition at all times.
- 2) This Permit is nontransferable.
- 3) If the Owner determines that the Permit will interfere with the management objectives of the Owner, this Permit may be canceled at any time by one (1) year written notice to the Permittee.
- 4) If the Permittee uses these described lands for use other than agreed in this Permit, this Permit may be cancelled by (60) sixty day written notice.

- 5) All signs, postings, or other markers shall be approved by the Owner.
- 6) The dumping of rubbish, debris, dirt, stone, and any other material is prohibited on all County land including lands covered by this Permit.
- 7) The area covered by this Permit is open for use to all members of the general public.
- 8) The Permittee acknowledges Ownership of the land by the Owner and agrees that no right or claim for possession or adverse use may be made against the lands of the Owner at any time arising from the uses permitted by this Permit.
- 9) Other uses of this area such as utility lines are not allowed under this Permit and require separate approval by Marinette County.
- 10) Permittee shall restore the area to a condition as specified by Marinette County upon expiration or termination of this Permit. Such restoration shall be completed within one year of receipt of such specifications by Permittee, and may include but not be limited to:
  - a) Removal of all wood products debris and residues, fences, signs, and other improvements caused by operations of the Permittee.
  - b) Reestablishment of ground cover.
  - c) Any buildings not removed within said one year period shall become the property of the Owner. Permittee may be charged for their removal.
- 11) The Permittee agrees to protect, indemnify, and save harmless the Owner, it's agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from the construction and placement of objects on the described lands and from the maintenance or use of the described lands and the Permittee shall defend the Owner in such action or claim.
- 12) All buildings on this description must meet town, county, and state zoning and Permit requirements.
- 13) The Permittee shall carry general liability insurance minimum limit \$1,000,000 per occurrence covering the described lands and activities under this Permit. This shall be broad form coverage. Insurance may be provided in the form of a base policy together with umbrella or excess policy. If this is done, the excess or umbrella policy shall not be more restrictive than the underlying policy.

- 14) The Permittee shall not compete or interfere in any way with the activities of the Marinette County Fair.
- 15) The Permittee shall not block the existing driveway in any manner at any time.
- 16) The Permittee shall not erect any structures without prior approval.
- 17) All playground equipment must be kept up to current and future U.S. Consumer Products Safety Commission safety standards.
- 18) Any modification to the Permit must be approved by the Marinette County Forestry and Outdoor Recreation Committee.
- 19) Owner may terminate this Permit if the above conditions are not complied with.

MARINETTE County, Owner

By: \_\_\_\_\_  
John Neilio, Forest & Parks Administrator

WAUSAUKEE LIONS CLUB, Permittee

By: \_\_\_\_\_  
Jerry Reiss, President

WAUSAUKEE BASEBALL ASSOCIATION, Permittee

By: \_\_\_\_\_  
Robert Jicha, President

Date

Name

Street Address

City, State Zip Code

COUNTY OF MARINETTE

STATE OF WISCONSIN

**FRYING PAN LAKE**

**DISABLED BOAT STORAGE PERMIT**

This permit is entered into by and between Marinette County, hereinafter referred to as "Owner", and \_\_\_\_\_ hereinafter referred to as "Permittee", for the purpose of boat storage.

It is understood by the Owner and the Permittee this permit is subject to the following conditions:

2. Permittee is allowed to store a (boat description - aluminum, length, fiberglass, etc....) with Registration # \_\_\_\_\_ on County Land no closer than 25' from the shore line.
3. Permittee may use chain or cable with padlock secured to a tree with no damage to tree allowed.
4. Boats must be hand carried to the lake. No vehicles are allowed past the end of County Forest Road 1619.
4. Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse use may be made against the lands of Owner at any time.

Name  
Date  
Page 2

5. Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within 10 days of written notice by Owner.
  
6. Only Class A or Class C permit holders, persons with Disabled Parking Identification Permit holders and Resident Senior Citizen Age 65 or older are eligible for this permit. CLASS A AND CLASS C PERMITS ARE AVAILABLE ONLY AT WDNR OFFICES. DISABLED PARKING PERMITS ARE AVAILABLE AT DIVISION OF MOTOR VEHICLES OFFICES.

Permittee agrees to protect, indemnify, and save harmless Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from Permittee's construction, maintenance or placement of objects on the described lands and Permittee shall defend Owner in any such action or claim.

MARINETTE COUNTY FORESTRY AND  
OUTDOOR RECREATION DEPARTMENT

BY:

\_\_\_\_\_  
John Neilio, County Forest Administrator

I have read, understand and agree to the above stated conditions.

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_

\_\_\_\_\_

PERSONS WITH DISABILITIES POLICY/PERMIT.

A motorized golf cart, ATV or similar means of conveyance may be used by disabled persons as a mode of personal conveyance by obtaining written permits from the department.

**DISABLED PERSON ATV PERMIT**

DATE:

EXPIRATION DATE:

PERMISSION HAS BEEN GRANTED TO:

NAME OF PERMITTEE:

who agrees to abide by "Disabled Persons ATV Regulations" set forth in this permit.

ADDRESS OF PERMITTEE:

SPECIAL CONDITIONS:

## DISABLED PERSONS ATV REGULATIONS

1. Class A, Class B or Class C permit holders or persons with Disabled Parking Identification Permit holders are eligible for this permit. CLASS A, CLASS B AND CLASS C PERMITS ARE AVAILABLE ONLY AT WDNR OFFICES. DISABLED PARKING PERMITS ARE AVAILABLE AT DIVISION OF MOTOR VEHICLES OFFICES.
2. This permit allows operation of ATV's on trails on Marinette County forest land not otherwise designated for ATV use.
3. Permits are valid to the end of the calendar year of the year of issuance.
4. The permittee must possess and carry this permit whenever exercising this privilege.
5. The permit holder must occupy the permitted ATV. One additional person may ride on the vehicle to assist the permittee.
6. Authorized employees designated by the Forestry, Parks and Outdoor Recreation Committee may restrict use to designated parts of the County property and to certain times of the year.
7. Authorized employees designated by the Forestry, Parks and Outdoor Recreation Committee may restrict the type and size of ATV.
8. Maximum speed of ATV under authorization of this permit is not to exceed walking speed (up to 5 miles per hour).
9. Permittee must abide by all other laws and regulations, Marinette County Code 7.06 All Terrain Vehicles and State laws and Marinette County Admission and user fees.
10. Off trail cross country use of ATV's is not permitted.
11. This permit shall not entitle permittee to operate his ATV on gated or blocked trails or on trails contrary to posted notice.
12. This permit applies only to Marinette County land and shall not entitle permittee to operate on or along town roads, County and State highways except as permitted by State statutes.
13. The Permittee shall be liable for any damage suffered by Marinette County resulting from or related to use of this permit including the costs of fire suppression.
14. Permittee shall hold harmless Marinette County from any liability from damage to life or property arising from the permittee's use of Marinette County lands under this permit.
15. Permittee is required to abide by the conditions of this permit or is subject to revocation of the permit.

---

Authorized Marinette County Signature

**METAL DETECTING PERMIT**

DATE: \_\_\_\_\_

PERMISSION HAS BEEN GRANTED TO:

NAME OF PERMITTEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

who agrees to abide by the "Metal Detecting Regulations" set forth in this permit.

**PERMIT EXPIRES: DECEMBER 31, 20** \_\_\_\_

SIGNATURE OF AUTHORIZED COUNTY AGENT: \_\_\_\_\_

**METAL DETECTING REGULATIONS:**

1. This permit is only valid in Marinette County Forest.
2. Metal shall be removed with a minimum of sod disturbance.
3. Remove all detected metal so others will not pick up scrap signals. No natural raw metallic minerals may be removed.
4. Completely clean up areas of metal and trash. Deposit in proper places.
5. Permit must be in your possession at all times.
6. No Indian artifacts may be removed.

FAILURE TO COMPLY WITH ABOVE REGULATIONS IS SUBJECT TO FINE AND/OR LOSS OF PERMIT.

Date

Name

Street Address

City, State Zip Code

COUNTY OF MARINETTE

STATE OF WISCONSIN

**LIFETIME TENANCY PERMIT**

This permit is entered into by and between Marinette County, hereinafter referred to as "Owner", and \_\_\_\_\_ hereinafter referred to as "Permittee", for the purpose of obtaining a lifetime tenancy permit allowing encroachment upon Marinette County land more particularly described as follows:

(Legal Description)

It is understood by the Owner and the Permittee this permit is subject to the following conditions:

1. No new building, additions or modifications to existing buildings are allowed on encroachment property.
2. Permittee is allowed to maintain existing buildings with prior written approval of Owner.
3. Septic systems are permitted for life of the system only and repair or replacement of an existing septic system is not allowed.
4. Grounds maintenance within maximum 20 feet of existing buildings is allowed.
5. Authorized maintenance shall be performed in a safe manner.

6. If Owner reasonably determines this permit interferes with management objectives of Owner, this permit may be cancelled at any time by sixty (60) day written notice to Permittee. In the event of a cancellation, a portion of the fee may be refunded by written request of Permittee. Refund amounts will be determined by the Forestry and Outdoor Recreation Committee.
7. Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse use may be made against the lands of Owner at any time.
8. Permit fee shall be \$2,500.00 for 1 acre or less, with payment due within 6 months of permit date. Permit fee shall be \$2,500.00/acre calculated to the nearest 100<sup>th</sup> acre for areas larger than 1 acre. Acreage shall be determined by owner using GPS.
9. Permit is only for permittee and shall not extend or transfer to heirs, grantees or assigns. Any change in ownership shall terminate permit and require reapplication and permit fee payment.
10. Owner does not guarantee approval of application.
11. Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within 30 days of written notice by owner.

Permittee agrees to protect, indemnify, and save harmless Owner, its agents and employees, from and against all claims, demands, suits, liability and expense, by reason of loss or damage to any property or bodily injury to any person whatsoever, that may arise from Permittee's maintenance on the described lands and Permittee shall defend Owner in any such action or claim.

MARINETTE COUNTY FORESTRY AND  
OUTDOOR RECREATION DEPARTMENT

BY:

\_\_\_\_\_  
John Neilio, County Forest Administrator

I have read, understand and agree to the above stated conditions.

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_

Date

Name

Street Address

City, State Zip Code

COUNTY OF MARINETTE

STATE OF WISCONSIN

The purpose of this free permit is so that Marinette County is able to track snowplowing activities on the County Forest. In order to lessen user group conflicts only authorized persons will be allowed to plow County Forest Roads and Trails during the winter.

**SNOWPLOWING PERMIT**

This agreement is entered into by and between Marinette County, hereinafter referred to as "Owner", and \_\_\_\_\_ hereinafter referred to as "Permittee", for the purpose of permitting snow removal on Owner land, more particularly described as:

County Forest Road # \_\_\_\_\_

or

(Legal Description)

to gain winter access to Permittee land, more particularly described as follows:

(Legal Description of permittee property)

This permit is subject to the following conditions:

5. Permittee is allowed to remove snow on the above described road or land. Snow removal includes snow plowing or snow blowing.
6. Snow shall not be removed to bare ground on any snowmobile trail. A snow or hard pack base of at least 5" must be maintained during cold weather conditions on snowmobile trails.
7. This permit is non-transferable. New landowner must apply to continue this land use agreement.

8. Authorized snow removal shall be performed in a safe manner.
9. Permittee acknowledges ownership of the above land by Owner and agrees no right or claim for possession or adverse use may be made against Owner at any time.
10. Other uses, including but not limited to installation of utility lines, are not allowed under this permit and require separate approval by Marinette County.
11. Identification signs are not allowed on county land.
12. Owner may terminate this permit upon default of any terms or conditions of this permit by Permittee in the event Permittee does not cure default within 10 days of written notice by Owner.

MARINETTE COUNTY FORESTRY AND  
OUTDOOR RECREATION DEPARTMENT

BY: \_\_\_\_\_  
John Neilio, County Forest Administrator

I have read, understand and agree to the above stated conditions.

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_  
\_\_\_\_\_

## COOPERATIVE AGREEMENT

This agreement is entered into by and between the state of Wisconsin Department of Natural Resources, referred to in the agreement as the Department and Marinette County, referred to in this agreement as the County, for the benefit of the County, Department and the citizens of the State and pertaining to the forest management of the County forest adjacent to the Pike Wild River.

This agreement is authorized by State Statute 28.11(3)(e) and State Statute 30.26(3)(c) and (e).

Whereas: The Pike River in Marinette County is designated as a wild river by state statute 30.26,

and, the County recognizes their responsibility to provide for wild resource areas to meet the needs of the public,

and, it is the intent of the County to manage its forest lands adjacent to the Pike River in a manner consistent with the wild river concepts:

and, the Department recognizes the potential for economic loss to the County Forestry Program as a result of the Pike River management practices and increased sale establishment time:

Therefore: The County and Department hereby agree to the following forest management practices adjacent to the Pike River:

1. Establish a one hundred and fifty foot no cutting zone immediately adjacent to the Pike River. Exceptions may be considered and must be mutually agreed to by the Department and the County in special cases where cutting will enhance the aesthetics in the zone.

AUG 13 1991

2. Designate the area from one hundred and fifty feet to a distance of four hundred feet or to the visual horizon, defined as the distance visible from the center of the river to the horizon during that period when the existing vegetation is in a leaf on condition, whichever is greater as a Class D Special Forest Use Zone as described in the Silvicultural

and Forest Aesthetics Handbook 2431.5, including the following practices:

- a. Timber sales will be established within this area to limit the visual impact of the activity. Cutting boundaries will follow natural topographic features and be irregular in shape.
  - b. Skidding trails will be designated by forestry personnel and limited to only those areas necessary for the removal of forest products.
  - c. No landings or decking of forest products will be allowed in this zone.
  - d. All slash resulting from the timber sale will be lopped and scattered.
  - e. Following timber sales in this zone all access roads and skid trails will be closed and allowed to naturally or artificially revegetate.
3. On Marinette County Forest Lands beyond four hundred feet from the Pike River or the visual horizon whichever is greater, normal timber harvesting and forest aesthetics will be applied.
  4. The Department agrees that all timber sales established on Marinette County Forest Lands within the Pike Wild River Project will be established by foresters of the Department upon request of the County.
  5. The Department agrees that rehabilitation activities including the closing of roads and skidding trails and associated costs will be done by the Department.

This agreement of understanding will commence on approval by both the Department and County and is subject to termination on written notice to either party sixty days prior to the date of termination.

This agreement of understanding when approved will become an addendum to the Marinette County Forest Ten Year Plan and the State of Wisconsin Master Plan for the Pike Wild River.

Recommended and approved by:

Arlan Wooden  
Forest Administrator,  
Marinette County.

Date: 8/7/91

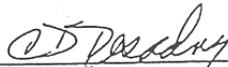
William G. Walker,  
Chairman,  
Marinette Co. Forestry Committee.

Date: 8-8-91

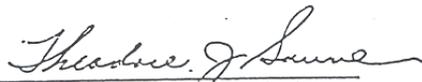
Wm. Selbig  
District Director  
LM District

Date: 8-22-91 DAK

State of Wisconsin  
Dept. of Natural Resources

by:   
C.D. Besadny, Secretary

Marinette County  
County Board Chairman

by:  8/8/91  
Theodore J. Sauve, Chairman

## 920 FACILITIES AND REPORTS

### 920.1 RECREATIONAL INVENTORY

A listing of the current recreational opportunities available on Marinette County

Forest:

- 5 Campgrounds / 83 Campsites
- 2 Group Campsites
- Nature & Hiking trails (11.3 miles)
- Snowmobile trails (236.6 miles)
- ATV trails (163.0 miles)
- 7 Picnic areas / 8 Shelters
- 3 Swimming beaches
- 1 Developed Boat Landing, 11 primitive (carry in) canoe/small boat access sites

*Other recreational developments:*

- 1 Youth Camp

920.2 STATEMENT OF COUNTY FOREST LOAN

REPORT 15  
STATEMENT OF COUNTY FOREST LOAN ACCOUNTS AS OF JUNE 30, 2005

COUNTY	VARIABLE ACREAGE SHARE LOANS		DNR ISSUED LOANS		P R O J E C T L O A N S		BALANCE OWED DNR		
	--- DNR ISSUED LOANS FY'05	--- TOT TO DATE	--- DNR ISSUED LOANS FY'05	--- TOT TO DATE	--- COUNTY REPAYMENTS FY'05	--- TOT TO DATE			
ASHLAND	10000.68	439768.18	22333.02	460638.48	80275.06	1020975.06	51256.94	228884.53	771,220.23
BARREN	0.00	122285.69	513.13	229916.07	0.00	335484.00	1407.74	131925.55	95,928.07
BAYFIELD	84468.27	1820219.83	87735.70	1984292.81	0.00	300000.00	15022.69	71962.60	63,964.42
BURNETT	53214.70	1704962.82	82967.31	2017544.09	56550.18	707535.77	33702.16	348644.39	46,310.11
CHIPPewa	15837.68	424302.54	0.00	445143.38	0.00	79500.50	0.00	42821.98	15,837.68
CLARK	0.00	1161477.30	0.00	1206364.81	0.00	53000.00	0.00	8112.49	0.00
DOUGLAS	0.00	1876638.45	0.00	1922444.05	0.00	529850.00	0.00	414044.40	0.00
EAU CLAIRE	0.00	526533.23	0.00	605711.20	0.00	126933.82	0.00	47755.11	0.00
FLORENCE	0.00	444068.78	53277.64	591076.62	235000.00	1654376.82	191854.71	629119.68	878,249.30
FOREST	5424.20	151959.10	5424.20	146534.90	0.00	0.00	0.00	0.00	5,424.20
IRON	86636.46	2356548.18	125809.73	2197047.61	66000.00	749750.00	38624.05	111170.55	798,080.02
JACKSON	52911.65	1663688.92	110390.84	1906582.84	0.00	511990.00	34679.02	269096.08	0.00
JUNEAU	0.00	116824.82	6906.64	204063.84	0.00	232250.00	13730.54	127772.51	17,238.47
LANGLADE	0.00	555874.24	0.00	555874.24	0.00	0.00	0.00	0.00	0.00
LINCOLN	0.00	590731.41	81283.73	938201.65	0.00	1220980.00	168004.97	599507.94	274,001.82
MARATHON	14054.86	376523.25	7798.88	280889.27	0.00	1464261.00	31292.41	288166.16	1,271,728.82
MARINETTE	0.00	1104208.02	0.00	1142208.02	0.00	38000.00	0.00	0.00	0.00
MONROE	0.00	21340.37	0.00	35306.23	0.00	27750.00	0.00	0.00	0.00
OCONTO	0.00	219031.59	0.00	327749.27	0.00	300000.00	0.00	13784.14	0.00
ONEIDA	26281.61	1047208.04	57805.84	1207754.77	0.00	439010.00	24377.50	191282.32	0.00
POLK	8202.86	233482.11	8449.14	275338.54	105918.00	840353.50	27799.69	137471.94	142,991.33
PRICE	45664.61	1263042.23	109885.17	1272804.72	0.00	611285.00	54157.88	159482.36	639,014.71
RUSK	44401.31	1481342.10	81181.58	1520953.33	0.00	136950.00	7621.04	219001.56	382,520.95
SAWYER	0.00	1172316.95	0.00	1172316.95	0.00	0.00	0.00	97338.77	0.00
TAYLOR	0.00	204461.52	0.00	224907.68	0.00	36398.28	0.00	15952.12	0.00
VERNON	0.00	0.00	0.00	0.00	0.00	171979.54	0.00	0.00	171,979.54
VILAS	20392.96	636224.50	3177.20	882564.79	0.00	467234.81	2406.28	200806.59	20,087.93
WASHBURN	74146.76	2198565.66	130788.13	2306003.48	0.00	288488.66	17460.39	181050.84	0.00
WOOD	0.00	259901.61	0.00	274503.69	0.00	25000.00	0.00	10397.92	0.00
STATE TOTAL	541638.61	24173531.44	975727.88	26402737.33	543743.24	12369336.02	713398.01	4545552.53	5,594,577.60

NOTE: SEVERANCE PAYMENTS "IN THE MAIL" OR OTHERWISE STILL IN PROCESS ARE NOT IN THIS REPORT. THIS REPORT IS ON A STATE FISCAL YEAR BASIS.

PREPARED BY JEFFREY D. BARKLEY,  
BUREAU OF FORESTRY  
WI. DEPARTMENT OF NATURAL RESOURCES  
July 29, 2005

**925 MISCELLANEOUS MAPS AND BROCHURES**

925.1 RECREATIONAL MAP

COUNTY SNOWMOBILE MAP

COUNTY ATV MAP

COUNTY BOAT LANDINGS

COUNTY CROSS-COUNTRY SKI TRAIL HEADS

COUNTY HUNTER WALKING TRAIL HEADS

925.2 MARINETTE COUNTY CROSS COUNTRY SKI TRAILS, HUNTER WALKING  
TRAILS & RUFFED GROUSE MANAGEMENT UNIT MAPS

925.3 CERTIFIED COUNTY FOREST ROAD MAP

TABLE OF COUNTY FOREST ROAD MILEAGE

PERMANENT PRIMARY ROADS (COUNTY FOREST ROADS)

PROPOSED COUNTY FOREST ROADS

PERMANENT SECONDARY ROADS (YEAR-ROUND TRAILS)

FIREBREAKS

## 925.4 WILDLIFE HABITAT UNITS

## 925.5 INVENTORY AND MAP OF SURFACE WATER RESOURCES

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Angle Lake	T33N, R18E, S11	2	8		se	W								
Annabelle Lake	T35N, R19E, S16	5	29	12	se									
Babson Pond	T34N, R18E, S30	2	5		dn								P	
Back Lake	T37N, R21E, S21	3	11		se	W				P				
Back Lake	T36N, R20E, S6	12	22	10	se	T				P		A		
Bagley Flowage	T31N, R22E, S27	281	20	8	dg	B		C	P	P	P	A		Eurasian Water Milfoil
Bahlert Lake	T31N, R19E, S20	6	57	20	se							P		
Balsam Lake	T33N, R18E, S8	10	19	9	se									
Barlow Lake	T38N, R20E, S28	6	2	2	sp	W								
Barnes Lake	T36N, R19E, S11	28	19	9	se					P		P		Eurasian Water Milfoil
Barr Lake	T36N, R20E, S32	7	16	8	se			P				P		
Bass Lake	T31N, R19E, S8	7	13	7	se									
Bass Lake	T31N, R20E, S30	36	62	23	dg	B				C		P	P	
Bear Lake	T35N, R19E, S25	2	8		se									
Beecher Lake	T36N, R19E, S28	34	47	18	dg	B		C		C		P		
Belgian Lake	T37N, R20E, S30	9	24	10	dg			C		C		C		
Benson Lake	T35N, R18E, S7	6	6	3	sp	W							P	
Berry Lake	T34N, R17E, S7	18	9	6	se									
Big Newton Lake	T33N, R19E, S3	68	44	16	se	B		P	P	P	P	C		
Big Quinnesec Falls Flowage	T38N, R20E, S7	127	45	27	dg	B	P	P	C	P	P	P		
Birch Lake	T34N, R21E, S17	17	22	9	dg	NW		C				C		
Borth Lake	T32N, R18E, S9	10	31	12	se	W				C		C		
Bottle Lake	T32N, R18E, S8	7	12	6	dg	W				P		P		
Boundary Lake	T32N, R17E, S12	39	20	9	se	B		P		P	C	A		
Brandywine Lake	T34N, R17E, S13	9	8	4	dg	W						P		
Brock Pond	T36N, R18E, S30	23	5	3	dg									
Brooks Lake	T31N, R19E, S26	8	9	6	se							P		
Bullhead Lake	T32N, R18E, S36	16	20	9	se							P		
Butterfly Lake	T34N, R20E, S30	14	15	8	se									
Caldron Falls Reservoir	T33N, R18E, S10	1018	40	16	dg	B	C	C	P	C		P		
Camp B Lake	T37N, R17E, S19	18	2	2	sp									
Camp Lake	T36N, R19E, S23	8	14	7	se							P		
Campbell Lake	T32N, R19E, S11	29	8	5	se									
Campbell Lake	T35N, R18E, S30	10	6	3	sp	W								
Cedar Lake	T34N, R20E, S4	15	17	8	sp									
Chalk Hill Flowage	T35N, R22E, S7	866	30	10	dg	B		C	C	P	C	P		
Chapman Lake	T37N, R21E, S8	37	5	3	dg	W								
Charles	T32N, R19E, S11	18			se									
Christian Lake	T36N, R19E, S22	6	16	8	se					P				
Chrize Lake	T33N, R19E, S35	1	7		sp									
Clarey Lake	T36N, R20E, S27	4	3		se									
Clark Lake	T36N, R17E, S3	26	10	5	sp	R		C				P		
Cole Lake	T35N, R19E, S15	16	20	9	se	W						P		
Coleman Lake	T36N, R18E, S8	237	67	25	dg			C		C	C	C	P	
Cotas Lake	T36N, R21E, S5	16	26	11	dg									
Crandall Lake	T34N, R17E, S36	17	25	10	dg			P		P		P		
Crane Lake	T34N, R17E, S7	17	17	8	se								C	
Crooked Lake	T36N, R18E, S20	4	33	13	se									
D'Amour Lake	T36N, R17E, S13	15	10	5	sp	W								
Deer Lake	T34N, R19E, S29	14	34	13	se	R		P	P			C		
Devils Lake	T32N, R19E, S36	7	10	5	dg			P		P	P	P		

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Disney Lake	T35N, R19E, S17	4	14		se									
Dolan Lake	T35N, R19E, S10	21	19	9	se	B		P		P		P		
Downing Lake	T37N, R21E, S4	5	10		se									
Duck Lake	T35N, R19E, S21	16	12	6	sp	R				P		P	P	
Dvorak Lake	T37N, R18E, S34	4	2		sp	W								
Eagle Lake	T32N, R18E, S15	59	30	12	se	T		P		P		P		
East Pickerel Pond	T36N, R19E, S12	9	35	14	dg			P		P		P		
East Twin Lake	T36N, R19E, S14	7	21	9	se					P		P		
Echo Lake	T37N, R21E, S14	14	45	19	sp	W		C		C		P		
Elbow Lake	T34N, R19E, S27	58	60	23	dg			P		P		P	P	
Elm Flats Lake	T35N, R19E, S3	12	7	4	dg							P		
Engleman Lake	T33N, R20E, S22	35	4	4	se									
Fence Lake	T34N, R20E, S13	25	18	8	dg			P		P		P		
Finnegan Lake	T33N, R20E, S22	7	3		dn									
Frieda Lake	T33N, R18E, S20	71	23	10	sp					C		P		
Fryingpan Lake	T32N, R19E, S6	26	47	17	se	T				C		C		
Gilas Lake	T31N, R19E, S18	138	84	31	dg	B		P		P		P		
Glen Lake	T35N, R19E, S9	49	22	9	dg	B		P		P		C		
Golden Lake	T36N, R21E, S9	2	23		se									
Goodman Mill Pond	T36N, R17E, S3	22	10	5	im					P		P		
Grand Rapids Flowage	T34N, R23E, S32	259	21	6	dg	B		C	P	P	C	C		Eurasian Water Milfoil
Grandfather Lake	T35N, R17E, S12	19	10	6	se									
Grass Lake	T32N, R18E, S23	78	4	4	se									
Grass Lake	T34N, R20E, S13	43	19	8	dg			P		P				
Harper Lake	T35N, R17E, S29	21	10	6	se	T				P		C		
Harvey Lake	T36N, R18E, S9	4	8		dg									
Harwell Lake	T34N, R18E, S36	14	25	11	se					P		P		
Hazel Lake	T32N, R18E, S8	4	12	7	dn	W								
Headquarters Lake	T36N, R20E, S11	41	7	6	dn							P		
Heart Lake	T34N, R18E, S25	4	6		se									
Heisel Lake	T31N, R19E, S19	8	14	7	se									
Helen Lake	T34N, R20E, S15	11	11	5	sp								P	
Heubler Lake	T34N, R19E, S4	2	10		sp									
High Falls Reservoir	T33N, R18E, S36	1498	54	12	im	B	P	C	C	C	C	P		Eurasian Water Milfoil
Hilbert Lake	T37N, R17E, S6	283	38	15	se	B		P	P	C	C	P		
Hobachee Lake	T37N, R17E, S25	7	4	4	se	T								
Homestead Lake	T35N, R17E, S36	4	14	7	sp								C	
Horsehead Lake	T35N, R19E, S21	6	6	3	dg	R				P		P		
Horseshoe Lake	T31N, R20E, S30	12	40	15	se					P		P		
House Lake	T31N, R19E, S28	7	18	8	dg			P		P		P		
Huber Lake	T33N, R18E, S17	32	8	4	dg									
Island Lake	T32N, R18E, S15	13	10	6	se									
Island Lake	T34N, R20E, S13	92	42	16	dg			P		P		P		
John Lake	T35N, R19E, S14	2	2		sp									
Johnson and Beach Lake	T37N, R19E, S3	14	7	4	dg	W								
Johnson Falls Flowage	T33N, R19E, S32	158	40	9	im	B		P	C		C	P		Eurasian Water Milfoil
Johnson Pond	T34N, R18E, S30	18	10	5	im									
Jones Lake	T30N, R20E, S19	45	7	6	dn	W								
Joy Lake	T33N, R19E, S32	13	16	7	dg					P		P		
Jug	T34N, R20E, S19	13			se									
June Lake	T35N, R19E, S27	19	35	14	se					P		C	P	

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Kahles Pond	T33N, R19E, S6	1	3		se									
Kellinbach Lake	T35N, R19E, S22	10	14	7	sp					P		C	P	
Kidd Lake	T36N, R18E, S10	20	5	4	se	T								
Kimmark Lake	T37N, R21E, S23	6	24	10	se	T								
King Lake	T34N, R17E, S18	30	70	24	se	T				C		P		
Kirby Lake	T32N, R19E, S22	7	36	14	se							P		
Kiss Lake	T33N, R19E, S31	41	22	10	sp					C	P	P		
Kiss Lake	T32N, R18E, S8	5	15	8	dn					C	C	C		
La Fave Lake	T37N, R17E, S5	50	38	15	se					P		P		
Lake Julia	T33N, R21E, S25	58	21	9	dg					C		C		
Lake Mary	T33N, R21E, S25	178	27	11	dg	B		C		C		C		
Lake Noquebay	T32N, R21E, S8	2409	51	10	dg	B		C	P	C	P	C	P	Eurasian Water Milfoil
Left Foot Lake	T32N, R20E, S33	83	65	24	dg	B		P		C	P	A		Eurasian Water Milfoil
Lehman Lake	T35N, R19E, S20	27	15	8	se	W				P		P		
Lillie Lake	T35N, R19E, S3	4	11		se									
Lily Lake	T34N, R19E, S27	11	10	6	se			P				P		
Lily Lake	T36N, R19E, S3	24	17	7	dg	B				P		A		
Lindquist Lake	T36N, R19E, S1	69	58	22	dg	B		P		C		C		
Little Island Lake	T34N, R20E, S12	10	23	9	dg									
Little McCall Lake	T33N, R21E, S5	10	21	9	se			C		C		C		
Little Nelligan Lake	T31N, R19E, S17	26	31	12	dg	NW		P		C		C		
Little Newton Lake	T33N, R19E, S4	60	52	19	se	B		P	C	C		C		
Little Perch Lake	T32N, R18E, S11	14	26	11	se					P		P		
Little Quinnesec Falls Flowage	T38N, R20E, S10	34	40		dg	B		C	C	P	C	P		
Little Spring Lake	T34N, R18E, S36	3	6		sp									
Little Wolf Lake	T34N, R21E, S17	18	28	12	sp	NW		P		C		P		
Long Lake	T34N, R20E, S22	57	6	5	se	B		C		P		P		
Long Lake	T37N, R21E, S22	15	35	14	dg	W		C		P		P		
Lost Lake	T34N, R19E, S31	19	20	9	se					P				
Lost Lake	T34N, R20E, S23	43	18	8	se	B				P				
Lost Lake	T37N, R18E, S19	2	5		sp								P	
Lower Scott Flowage	T30N, R23E, S1	60	20		dg	B		P	P	P	C	P		
Luedevitz Lake	T36N, R21E, S5	8	17	8	se							C		
Lundgren Lake	T36N, R20E, S6	27	62	22	se	B		P	P	C	P	C		
Marbou	T34N, R18E, S25	17	7	4	sp									
Marl Lake	T32N, R20E, S30	5	3		se									
Marsh Lake	T31N, R19E, S28	11	15	7	dg			P		P		P		
Mathis Lake	T35N, R19E, S26	9	24	10	dn	W				P		P		
Matrich Lake	T31N, R19E, S17	8	30	12	se			P		P		C		
McAllister Pond	T36N, R22E, S19	4	6		dg			P						
McCall Lake	T33N, R21E, S5	18	22	9	dg	B		P		P		P		
McCaslin Lake	T34N, R17E, S33	71	9	4	dg	W		P			P	P		
McDonald Lake	T36N, R19E, S23	15	8	4	sp					P		P		
Medbrook Lake	T33N, R19E, S5	5	18		sp								P	
Merriman Lake	T36N, R19E, S26	19	12	7	se					P		A		
Minnie Lake	T36N, R19E, S1	9	7	5	se									
Mirror Lake	T32N, R18E, S8	7	10	6	se									
Mirror Lake	T36N, R18E, S31	13	18	8	se	W								
Miscauno Pond	T36N, R21E, S16	24	9	4	dg								C	
Monson Pond	T36N, R20E, S7	6	28	12	se					P		P		
Montana Lake	T30N, R20E, S30	140	28	11	dg	B		P		P		P		

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Moon Lake	T36N, R18E, S4	89	25	11	sp			P		P	P	P	P	
Moose Lake	T34N, R21E, S17	17	36	14	se					P	P	P	P	
Morgan Lake	T34N, R20E, S8	94	21	9	se					C	C	A	A	
Mountain Lake	T33N, R18E, S30	26	26	12	sp					C	C	C	C	
Mud Lake	T31N, R19E, S30	25	8		se									
Mud Lake	T32N, R19E, S31	11	5	3	dg									
Mud Lake	T33N, R21E, S5	24	8	5	se									
Mud Lake	T33N, R22E, S19	10	19	8	dg			P		C		C		
Mud Lake	T36N, R19E, S9	11	5	4	se	W								
Mullaney Lake	T36N, R20E, S27	4	24		se									
Murbou Lake	T34N, R18E, S25	19	7		se					P		P		
Murphy Lake	T31N, R19E, S28	13	26	11	dg	B		P		C		C	C	P
Nadjak Lake	T37N, R17E, S32	11	7	5	se							C	C	
Nelligan Lake	T31N, R19E, S16	50	39	15	dg	B		P		P		C	C	
Newbar Lake	T31N, R19E, S20	17	56	20	se					P		P		
North Pond	T37N, R18E, S20	63	7	4	dg								P	
Old Veteran Lake	T33N, R18E, S12	11	18	8	se	T						P	P	
Oneonta Lake	T37N, R17E, S6	70	21	9	se	T		P	P	P		P	P	
Otter Lake	T37N, R21E, S21	4	38		dg			C		C		P	P	
Papoose Lake	T36N, R20E, S28	2	21		se									
Perch Lake	T32N, R19E, S31	5	35	14	se					P			P	
Perch Lake	T34N, R20E, S34	26	16	8	sp					P		P		
Perch Lake	T35N, R17E, S28	8	17	8	sp	W				P		P		
Peshtigo Flowage	T30N, R23E, S18	232	15	7	dg	B		C	P	P	C	A		Eurasian Water Milfoil
Petryk Lake	T37N, R17E, S31	16	9	6	se							P		
Phillips Lake	T35N, R19E, S5	11	18	8	se	B								Eurasian Water Milfoil
Phillips Lake	T36N, R19E, S23	14	29	12	dg					P		P		
Pine Lake	T33N, R19E, S3	1	3		dg									
Poche De Noche	T33N, R21E, S12	26	11	5	dg	R		C	P	C		C		
Porcupine Lake	T36N, R17E, S33	48	4	4	se	T								
Pothole Lake	T37N, R18E, S21	3	25		se	T						P	P	
Railroad Pond	T37N, R18E, S29	36	8	4	dg								P	
Rainbow Lake	T31N, R19E, S28	3	4		se									
Rector Lake	T34N, R19E, S3	4	17	8	se									
Redman Lake	T35N, R19E, S12	11	11	5	dg	R		P		P		P		
Retcof Lake	T33N, R20E, S31	49	14	7	se							P	P	
Rock Lake	T37N, R21E, S28	4	15	7	dg	W								
Rollins Lake	T32N, R18E, S8	5			se							C		
Rollins Lake	T34N, R19E, S34	6	27	11	se									
Rooney Lake	T34N, R17E, S16	13	22	10	se									
Roosevelt Lake	T33N, R20E, S10	0	3		sp									
Rosey Lake	T35N, R19E, S30	6	14	6	dg									
Round Lake	T32N, R20E, S5	3	3		se									
Round Lake	T36N, R18E, S20	4	60		se									
Rush Lake	T32N, R20E, S6	18	30	13	sp	T								
Sackerson Lake	T37N, R18E, S22	12	23	10	sp							C	P	
Sand Lake	T32N, R18E, S9	21	35	14	dg	T				C		C	P	
Sandstone Flowage	T32N, R19E, S24	153	35	10	dg	B		P	C	P	C	P		Eurasian Water Milfoil
Second Lake	T36N, R17E, S9	5	19	9	se	W								
Shannon Lake	T37N, R21E, S3	47	37	14	dg			P						
Silver Lake	T34N, R19E, S27	7	19	9	se			P				P		

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Simpson Lake	T33N, R19E, S13	13	24	11	sp							P	P	
Sixteen Lake	T35N, R19E, S29	10	3	2	sp							P		
Smith Lake	T37N, R21E, S30	20	11	6	se	W								
Spencer Lake	T34N, R19E, S21	3	4		se									
Spies Lake	T34N, R20E, S30	26	6	3	dg							C		
Spring Lake	T34N, R18E, S13	14	5	4	se									
Springer Lake	T34N, R19E, S27	2	18		sp							P		
Spruce Lake	T34N, R17E, S18	8	6	3	sp					C		C		
Spur Lake	T37N, R18E, S3	14	24	11	sp	T								
Squaw Lake	T33N, R18E, S34	16	11	5	sp					P				
Star Lake	T33N, R19E, S15	7	3	4	se									
Stephenson Lake	T33N, R22E, S18	22	22	10	dn			P		P		P		
Stovekin Lake	T35N, R19E, S21	12	20	8	dg	NW				C		C	P	
Sturgeon Falls Flowage	T38N, R21E, S22	16	40		dg	NW		P	C	P	C	P		
Taylor Lake	T35N, R18E, S19	14	9	5	sp	W								
The Spring	T32N, R18E, S9	8	23	10	se									
Thoeming Lake	T36N, R20E, S7	9	29	12	se					P		P		
Thunder Lake	T32N, R18E, S15	137	62	23	dg	B				P	C	P	P	Eurasian Water Milfoil
Timms Lake	T37N, R21E, S17	27	37	14	se	B				C		C		
Town Corner Lake	T36N, R19E, S36	174	8	6	dn	B		P		P		C		
Trout Lake	T34N, R19E, S5	12	14	7	sp	W								
Trout Lake	T36N, R18E, S5	3	6	2	sp			P		P	P	P	P	
Trout Lake	T36N, R18E, S18	21	3		sp	W								
Twin Lake	T37N, R21E, S15	19	30	12	dg	W		C		P		P		
Unn T31N, R19E, S21-14	T31N, R19E, S21	9	62	22	se									
Unn T31N, R19E, S21-14	T31N, R19E, S21	9	62	22	se									
Unn T31N, R19E, S21-8	T31N, R19E, S21	13	47	17	se									
Unn T31N, R19E, S35	T31N, R19E, S35	15	0	1	dg									
Unn T31N, R19E, S9-7	T31N, R19E, S9	6	23	10	se									
Unn T32N, R18E, S16-3	T32N, R18E, S16	4	11	6	se	W								
Unn T32N, R18E, S16-6	T32N, R18E, S16	4	9	6	se									
Unn T32N, R18E, S2-13	T32N, R18E, S2	7	4	4	se	W								
Unn T32N, R18E, S2-14	T32N, R18E, S2	13	8	5	se	W								
Unn T32N, R18E, S7	T32N, R18E, S7	15			dg	W								
Unn T33N, R19E, S20-16d	T33N, R19E, S20	11	5	3	dg									
Unn T33N, R19E, S21-10	T33N, R19E, S21	7			dg									
Unn T33N, R19E, S21-11	T33N, R19E, S21	6	5	4	se									
Unn T34N, R21E, S18-7	T34N, R21E, S18	10	46	17	se									
Unn T35N, R17E, S20-04	T35N, R17E, S20	20	6		sp	W								
Unn T35N, R17E, S28-9	T35N, R17E, S28	5	5	4	se	W								
Unn T35N, R17E, S32-5	T35N, R17E, S32	9	9	6	se	W								
Unn T35N, R17E, S33-7	T35N, R17E, S33	9			se	W								
Unn T35N, R19E, S10-7	T35N, R19E, S10	8	4	4	se	W								
Unn T35N, R19E, S15-3	T35N, R19E, S15	6	25	11	se									
Unn T35N, R19E, S1-7	T35N, R19E, S1	10	3	4	se	W								
Unn T35N, R20E, S7-8	T35N, R20E, S7	7	9	5	sp									
Unn T36N, R18E, S12-7	T36N, R18E, S12	5	27	12	sp	W								
Unn T36N, R19E, S14-2	T36N, R19E, S14	7	15	8	se									
Unn T36N, R19E, S14-3	T36N, R19E, S14	14	20	9	se									
Unn T36N, R19E, S22-7	T36N, R19E, S22	5	13	7	se									
Unn T36N, R19E, S24-14c	T36N, R19E, S24	10	21	9	se									

NAME	LOCATION	area (ac)	max depth (ft)	avg depth (ft)	Lake Type	Access	Muskie	Northern Pike	Walleye	Large Mouth Bass	Small Mouth Bass	Panfish	Trout	Invasive Species
Unn T36N, R19E, S24-5	T36N, R19E, S24	12	9	6	se									
Unn T36N, R19E, S7-4	T36N, R19E, S7	7	10	6	se	T								
Unn T36N, R20E, S30-8	T36N, R20E, S30	7	27	11	se									
Unn T37N, R17E, S7-10a	T37N, R17E, S7	9	8	5	se									
Upper Lake	T36N, R20E, S28	21	18		dg	NW				C		A		
Upper Scott Flowage	T31N, R23E, S32	586	17	7	dg	BR		C	C	P	P	P		
Vic Lake	T36N, R18E, S20	10	16	8	sp					C				
Wausaukee Lake	T34N, R20E, S36	5	6	3	dg	T								
West Pickerel Pond	T36N, R19E, S11	14	39	17	sp			P		P		P		
West Twin Lake	T36N, R19E, S14	15	15	8	se					P		C		
White Rapids Flowage	T35N, R22E, S19	447	30		dg	BR		C	C	P	C	P		Eurasian Water Milfoil
Wiggins Lake	T36N, R20E, S9	43	24	10	dn	BR		P		C		C		
Williams Lake	T35N, R19E, S12	10	27	11	se			A		P				
Woempner Lake	T36N, R19E, S11	27	8	5	se					P		C		
Wolf Lake	T33N, R20E, S23	22	7	5	se	BR								
Wolf Lake	T38N, R21E, S33	5	5		dg									
Wolf Lake	T34N, R21E, S18	79	51	19	dg	BR		P		P		P		
Wonder Lake	T32N, R18E, S6	14	28	12	se					C				
Woods Lake	T33N, R18E, S23	52	27	11	dg	T		P		P		P		
Woods Lake	T36N, R17E, S10	11	10	6	se	T								
Yankee Lake	T31N, R19E, S6	13	15	8	se	T				P		P		
Young Lake	T36N, R19E, S1	28	13	7	se			P		P		A		

925.6 MAP AND LIST OF OUTSTANDING AND EXCEPTIONAL RESOURCE WATERS

MARINETTE COUNTY

<u>Waterbody Name</u>	<u>Portion Within ORW/ERW Classification</u>	<u>Status</u>
Camp 9 Creek	All	ORW
Camp D Creek	All	ORW
Camp F Creek	All	ORW
Cedarville Creek	All	ORW
Coldwater Brook	All	ORW
Cole Creek	All	ORW
Creek 14-1 T31N R19E	All	ORW
Creek 14-1 T31N R19E	All	ORW
E Thunder Creek	All	ORW
Eagle Creek	All	ORW
Glen Creek	Between Glen Lake & John Lake	ORW
Harvey Creek	All	ORW
Hemlock Creek	Mouth to confluence with Creek 17-6 T36N R18E	ORW
Holloway Creek	Below Barker Road	ORW
Holmes Creek	Above Lubka Road	ORW
K.C. Creek	Mouth to Creek 10-9 T37N R18E	ORW
Little Eagle Creek	All	ORW
Little Harvey Creek	All	ORW
Little Harvey Creek	All	ORW
Little S Branch Pike River	Above Mathis Road	ORW
Little Silver Creek	All	ORW
Little Wausaukee Creek	All	ORW
Lost Creek	All	ORW
MacIntire Creek	All	ORW
Meadow Brook	All	ORW
Medicine Brook	All	ORW
Middle Inlet Creek	Above CTH X	ORW
Miscauno Creek	Above Miscauno Pond	ORW
N Branch Beaver Creek	All	ORW
N Branch Harvey Creek	All	ORW
N Branch Pike River	All	ORW
N Fork Thunder River	All	ORW
Otter Creek	Above first road crossing (T34N R17E S22)	ORW
Peshtigo River	Above CTH C	ORW
Phillips Creek	All	ORW
Pike River	All	ORW
Plumadore Creek	All	ORW
S Branch Harvey Creek	All	ORW
S Branch Miscauno Creek	All	ORW
S Branch Pemebonwon River	Below S22 T37N R19E 19.0 miles	ORW
S Branch Pike River	All	ORW
Sackerson Creek	All	ORW
Shinns Branch	All	ORW
Sidney Creek	Mouth to Creek 21-9 T37N R17E	ORW
Silver Creek	All	ORW
Smeesters Creek	All	ORW

MARINETTE COUNTY cont'd

<u>Waterbody Name</u>	<u>Portion Within ORW/ERW Classification</u>	<u>Status</u>
Spikehorn Creek	Mid S26 T38N R20E to so. line S30 T38N R21E	ORW
Springdale Brook	All	ORW
Sullivan Creek	All	ORW
Swede John Creek	All	ORW
Upper Middle Inlet Creek	Above middle S18 T33N R21E, 10.3 miles	ORW
Wausaukee River	Above Hwy 141, 19.7 miles	ORW
Whiskey Creek	All	ORW
Anderson Spur Creek	Below CTH N	ERW
Bear Creek	All	ERW
Brandywine Creek	All	ERW
Brooks Creek	All	ERW
Brown Spur Creek	All	ERW
Camp Five Creek	All	ERW
Campbell Creek	All	ERW
Chemical Creek	Above Trout Lake to road II	ERW
Coates Creek	All	ERW
Creek 26-8c T37N R18E	All	ERW
Creek 1-8 T36N R17E	All	ERW
Creek 11-7 T32N R18E	All	ERW
Creek 14-13 T36N R17E	All	ERW
Creek 15-9 T33N R19E	All	ERW
Creek 16-12 T36N R19E	All	ERW
Creek 16-13 T37N R21E	Above juncture of Twin L outlet: T38N R29W S15	ERW
Creek 16-5 T37N R19E	All	ERW
Creek 16-6 T35N R19E	All	ERW
Creek 16-9 T36N R21E	All	ERW
Creek 17-6 T36N R18E	All	ERW
Creek 18-16 T34N R17E	All	ERW
Creek 18-7 T33N R20E	All	ERW
Creek 19-12 T38N R20E	All	ERW
Creek 19-4 T36N R17E	All	ERW
Creek 19-5 T35N R19E	All	ERW
Creek 20-2 T33N R18E	All	ERW
Creek 20-4 T33N R18E	All	ERW
Creek 20-6 T37N R20E	All	ERW
Creek 20-8 T36N R17E	All	ERW
Creek 21-14 T35N R17E	All	ERW
Creek 21-16b T36N R17E	All	ERW
Creek 21-16c T36N R17E	All	ERW
Creek 21-6 T36N R19E	All	ERW
Creek 21-8 T36N R19E	All	ERW
Creek 21-9 T37N R17E	All	ERW
Creek 22-11 T36N R17E	All	ERW
Creek 22-2 T35N R20E	All	ERW
Creek 22-7 T36N R21E	All	ERW
Creek 23-10 T36N R21E	All	ERW
Creek 23-1c T34N R18E	All	ERW
Creek 23-1d T34N R18E	All	ERW
Creek 24-14 T35N R18E	All	ERW

MARINETTE COUNTY cont'd

<u>Waterbody Name</u>	<u>Portion Within ORW/ERW Classification</u>	<u>Status</u>
Creek 24-16a T35N R18E	All	ERW
Creek 24-16d T35N R18E	All	ERW
Creek 24-2 T36N R17E	All	ERW
Creek 24-5 T36N R20E	All	ERW
Creek 24-5 T37N R19E	All	ERW
Creek 25-11 T36N R17E	All	ERW
Creek 25-3 T34N R17E	All	ERW
Creek 25-8 T36N R17E	All	ERW
Creek 26-1 T35N R17E	All	ERW
Creek 26-13 T36N R17E	All	ERW
Creek 26-14 T36N R17E	All	ERW
Creek 26-7 T35N R19E	All	ERW
Creek 26-8b T37N R18E	All	ERW
Creek 26-8c T37N R18E	All	ERW
Creek 27-7 T36N R17E	All	ERW
Creek 27-8 T36N R19E	All	ERW
Creek 28-6 T36N R19E	All	ERW
Creek 28-9 T36N R18E	All	ERW
Creek 29-11 T33N R20E	All	ERW
Creek 29-15 T36N R17E	All	ERW
Creek 29-4 T36N R18E	All	ERW
Creek 29-4 T36N R20E	All	ERW
Creek 29-6 T35N R18E	All	ERW
Creek 29-6 T36N R19E	All	ERW
Creek 3-10 T35N R19E	Upstream from mouth 1.3 mi	ERW
Creek 3-2 T31N R19E	All	ERW
Creek 30-2 T35N R19E	All	ERW
Creek 30-8c T30N R20E	All	ERW
Creek 31-1 T35N R21E	All	ERW
Creek 31-1 T37N R20E	All	ERW
Creek 32-8 T36N R19E	All	ERW
Creek 33-12 T35N R19E	All	ERW
Creek 33-14 T37N R18E	All	ERW
Creek 33-5 T34N R18E	All	ERW
Creek 33-6 T33N R20E	All	ERW
Creek 34-11 T35N R18E	All	ERW
Creek 34-12 T32N R19E	All	ERW
Creek 34-14 T37N R19E	All	ERW
Creek 34-16 T35N R18E	All	ERW
Creek 35-12 T35N R20E	All	ERW
Creek 35-6 T37N R18E	All	ERW
Creek 36-10 T37N R18E	All	ERW
Creek 5-1 T36N R19E	All	ERW
Creek 6-15 T34N R19E	All	ERW
Creek 8-12b T35N R19E	All	ERW
Creek 8-13 T32N R18E	All	ERW
Creek 8-13b T32N R18E	All	ERW
Creek 8-16 T32N R18E	All	ERW
Creek 8-5 T35N R17E	All	ERW

MARINETTE COUNTY cont'd

<u>Waterbody Name</u>	<u>Portion Within ORW/ERW Classification</u>	<u>Status</u>
Creek 9-11 T35N R19E	All	ERW
Elbow Creek	All	ERW
Fishers Creek	All	ERW
Genricks Creek	All	ERW
Handsaw Creek	Below Shiek Dam	ERW
Heubler Creek	All	ERW
Iron Springs Creek	All	ERW
Lower Middle Inlet Creek	All	ERW
Mullaney Creek	All	ERW
Murphy Creek	Nelligan Lake to private pond (T31N R19E S26)	ERW
Mussell Creek	All	ERW
Paulson Creek	All	ERW
Pine Creek	All	ERW
Rock Cut Creek	All	ERW
S Branch Beaver Creek	Upstream Hwy 64	ERW
S Fork Thunder River	All	ERW
Smith Creek	All	ERW
Squaw Creek	CTH K to Squaw Cr Rd	ERW
Wildcat Creek	All	ERW

## 925.7 LAND TYPE ASSOCIATIONS MAP

## 925.8 FOREST SOIL DISTURBANCE GUIDELINES

### Marinette County Forest Soil Disturbance Guidelines

#### **Goals**

The Marinette County Forestry Department's goals for management of soil disturbances are to:

- Minimize inadvertent soil disturbances and potential adverse impacts to soil productivity, water quality, fish and wildlife habitat, and other natural resources.
- Maintain roads and related structures to intended design standards.
- Combine professional level expertise and operator experience in the formation of on-the ground decisions.
- Provide a protocol for identifying and responding to maintenance needs.

These goals and interim guidelines are consistent with Wisconsin Forest Management Guidelines and Wisconsin's Forestry Best Management Practices (BMP's) for Water Quality Field Manual and have been adapted from the Wisconsin DNR version.

#### **Application of Soil Disturbance Guidelines**

These guidelines apply to timber sales on county lands and to the county forest road system. These guidelines do not apply to intentional soil disturbance, such as mechanical site preparation or plowed firebreak construction. They are also not applicable to soil disturbances caused by recreational users of recreational trails. In those situations, please refer to Wisconsin's Forestry Best Management Practices for Water Quality, Wisconsin Forest Management Guidelines, relevant handbooks, and other appropriate reference documents.

#### **Management Expectations for Soil Disturbances**

Soil disturbances, such as soil compaction and rutting, may occur and be identified through two mechanisms – either as part of a timber sale contract on county lands or as part of county forest road inventory and maintenance. These guidelines apply in both situations.

#### **Timber Sales**

Management expectation is that all steps and precautions, including implementation of BMP's, will be taken to avoid or minimize soil disturbances. If a timber sale has soil disturbances that are below the excessive threshold, then the expectation is that the contractor will evaluate the disturbance and determine what actions, if any, are needed to repair or mitigate the effects of the soil disturbance.

If a timber sale has soil disturbances that exceed the excessive threshold, the expectation is that the contractor will contact the timber sale administrator (or vice versa) and together they will evaluate the disturbance and determine what action, if any are needed to repair or mitigate the effects of the soil disturbance. The timber sale administrator should meet on-site with the timber sale contractor and equipment operators. The administrator and contractor should consider management goals and objectives, weather, site conditions, availability of equipment and other factors when evaluating repair and mitigation options.

Prior to closing a sale, the timber sale administrator should ensure that any soil disturbances that may have occurred are properly addressed.

#### **County Forest Road System**

Management expectation is that all steps and precautions, including implementation of BMP's, will be taken to avoid or minimize soil disturbances. If soil disturbances are found on a forest road, then county staff should inventory the disturbance and evaluate what actions, if any, are needed to repair or mitigate the effects of the soil

disturbance. County forest staff will use the county forest road inventory to prioritize and develop plans to address soil disturbances. If a forest road is being used in association with a timber sale, then the timber sale administrator should be notified to help determine who is responsible for making repairs.

### Excessive Soil Disturbance Determinations

A soil disturbance is “excessive” if it has exceeded the threshold (see Table 1). An area with an excessive soil disturbance requires special attention from a timber sale administrator (if part of a timber sale) or from county forest staff (if part of a county forest road system). Excessive soil disturbances require special attention to evaluate the effect of the soil disturbance and to develop repair or mitigation recommendations. Classifying a soil disturbance as “excessive” does not mandate closing of a timber sale or a forest road; however, actions should be taken, as appropriate, to minimize further soil disturbances.

Table 1. Interim thresholds for soil disturbances

County Forest Infrastructure	Soil disturbance are excessive if:
Roads, Landings, Skid Trails and General Harvest Areas	<ul style="list-style-type: none"> <li>• A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream or lake.</li> </ul>
Roads, Landings, and Primary Skid Trails	<ul style="list-style-type: none"> <li>• In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</li> <li>• In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.</li> </ul>
Secondary Skid Trails and General Harvest Areas	<ul style="list-style-type: none"> <li>• Gully or rut is 6 inches deep or more and 100 feet long or more</li> </ul>

**Note:** The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the “top” of the lug). The length is measured from the start of the “too deep” section to the end of the “too deep” section. Measurements are not cumulative.

### Definitions and terms

A gully is an erosion channel cut into the soil along a line of water flow.

A rut is an elongated depression caused by dragging logs or by wheels or tracks of harvesting machinery, equipment or other vehicles. Ruts are often exacerbated by erosion from uncontrolled storm water runoff.

A primary skid trail is used for three or more passes.

A secondary skid trail is used for one or two passes.

### Timber Sale Contracts

Currently, the terms of timber sale contracts require compliance with all recommended BMP guidelines. Timber sale contracts also require purchaser to restore and repair roads and landings. Individual contracts may also contain more stringent restrictions for critical areas and/or specific restoration requirements regarding rutting.

Existing contracts can continue to be administered as is; however, this directive does provide guidance for timber sale administrators and purchasers on how to determine if soil compaction and rutting have reached excessive levels.

In response to certification concerns, timber sale contract language will be updated to clarify management expectations for soil disturbances. Ongoing training of department staff as well as monitoring of soil compaction and rutting on county forestlands are components of the Soil Disturbance Plan.